

EXHIBIT 4

Part 2

costs for sorting and/or rework will be deducted directly from ViewSonic's payment for the goods to the Supplier, or through the ViewSonic debit memo process.

6.2.6 Results of Rejected Product

Should incoming Product fail ViewSonic's inspection process, Supplier shall be notified within twenty-four (24) hours of the rejection. If any shipment lot is rejected as a result of failure to perform to Product Quality standards, ViewSonic may request that Supplier review the nature of the defect and if Supplier confirms that the lot is to be rejected, Supplier will issue an RMA number. Rejected Product will be handled in the following manner:

- a. Defective Product from the inspection sample will be segregated from good Product and placed in Quarantine from sale.
- b. Should ViewSonic perform one hundred percent (100%) sorting (either per Supplier's request or due to various other reasons) Supplier shall be notified. A sorting cost per unit (\$3, \$4, or \$5 per unit, based on unit size in VSA and \$8 per unit regardless of size in VSE) will be assessed to Supplier. Good Product resulting from the sorting will be accepted into Finished Goods Inventory. Defective Products will be returned and debited to Supplier.
- c. All repaired Products returned to ViewSonic will be re-inspected per the approved sampling plan upon completion of repair.
- d. Upon successful completion of re-inspection, ViewSonic shall purchase the repaired Product at the current FOB price at the time of acceptance.
- e. If the total defective Product causes the lot to be rejected, the entire lot shall be segregated from good Product, and the entire lot will be returned to Supplier's local facilities and debited at the original FOB price + \$26.00 handling/penalty charge, thereby returning ownership of the Product to the Supplier. Supplier will bear the costs of shipment to and from ViewSonic's facilities. Should Supplier decide to return the Products to the overseas factory, Supplier shall be responsible for the export process. Supplier shall not use ViewSonic's Importer ID for this purpose.

ViewSonic will ship the returned Product to Supplier's designated facility, said facility having been pre-qualified by ViewSonic for such purpose. In the alternative and at ViewSonic's discretion, Supplier shall provide technical support and replacement Parts as may be required to support ViewSonic in its own repair of the Product with associated repair costs to be paid by Supplier to ViewSonic. If ViewSonic chooses to repair rejected Product, Supplier will bear the costs and expenses incurred by ViewSonic in connection with this remedy, including the cost of a one hundred percent (100%) inspection of the subject shipment. If Product rejections, as described in the previous sections, result in a Product shortage, ViewSonic may require Supplier to ship replacement Product to make up for the shortage free of charge and within a period when specified by ViewSonic.

Supplier is responsible for the accuracy of all Product identification and labeling including, but not limited to, UPC labels, serial number labels, EDID file, etc., as defined in Exhibit 2 Section 1.6. Any non-compliance to the requirements will disrupt ViewSonic's normal business process and incur penalties from ViewSonic's customers. All direct costs incurred from the product identification and label non-compliance will be billed to the Supplier.

6.2.7 Ship-To-Stock Program

ViewSonic qualifies all Supplier Products in ViewSonic's Ship-To-Stock ("STS") program. The Supplier shall participate in the STS program from the beginning of the business relationship. Once qualified on STS, if a

Product fails to meet STS requirements, ViewSonic shall debit Supplier eight hundred dollars (US\$800.00) per container for costs to inspect and correct the Product on a Tightened Inspection Plan. ViewSonic shall debit Supplier five hundred dollars (US\$500.00) per container for costs to inspect and correct the Product on a Normal Inspection Plan. The Product must then be re-qualified through the Incoming Inspection process described above.

6.2.8 Monthly Quality Meetings

Monthly meetings will be scheduled at ViewSonic's preference for date and location. ViewSonic will provide a monthly report of each Supplier's quality status. Each Supplier shall support these reviews by providing data relative to the review. Each Supplier shall take appropriate corrective action on items assigned from each review. Each of these meetings is managed by VSA's Corporate Quality Manager, located in Taiwan.

6.2.9 ViewSonic Access to Manufacturing Facility

ViewSonic shall perform a Factory Survey prior to commencement of business with the Supplier, to ensure each factory is qualified to build ViewSonic Products. Further, periodic Factory Audits will be conducted during the course of Product manufacture.

Upon reasonable written notice to Supplier, ViewSonic or its Third Party Source Inspection personnel, will be permitted access to Supplier's manufacturing premises during its normal working hours for the purpose of assuring the quality of the Products. Supplier agrees to assist ViewSonic in reviewing the facility operation. Should process defects be identified which affect the quality and reliability of ViewSonic Products, Supplier agrees to take appropriate measures to correct such process defects. While on Supplier's premises, ViewSonic personnel shall observe Supplier's facility and safety regulation for visitors.

6.2.10 ECR Requirements

During and after a Product is in production, the configuration must be maintained. Any changes to the Product will be submitted to ViewSonic Corporate Quality for approval, prior to incorporation into the Product. These changes, affecting form, fit or function, will be documented on an Engineering Change Request (ECR) form. Should the Supplier incorporate ECRs without prior ViewSonic approval, the Supplier shall be charged a penalty of three percent (3%) of the current FOB price, for each unit of Product modified, prior to ECR approval.

6.2.11 Ship-to-Stock (STS) Cp\Cpk Collection and Analysis

Ship-to-Stock process capability and performance data will be collected on a monthly basis and provided in ViewSonic format for analysis (Appendix J). A minimum of fifteen (15) key performance items should be collected. The weekly sampling size should be a minimum of one hundred (100) units.

6.2.12 Product Audits

Periodically, ViewSonic will conduct a Product Audit to determine the quality of workmanship, incorporation of ECNs and ECRs, performance characteristics, verification of Safety-Regulatory compliance, and completeness of accessories.

6.3 Service Quality Assurance (SQA)

6.3.1 Field Data Collection

Each month, ViewSonic collects Field Return and Defect information from its Suppliers, worldwide Authorized Service Providers (ASP) and Third Party Maintainer (TPM) network. This data is summarized to show regional performance trends, as well as the top failing components within each Product.

6.3.2 Analysis of Top Component Failures

Using the ViewSonic Corrective Action Request (CAR) system, ViewSonic shall request analysis of prior rejected defective Product, and Supplier shall report the result of such analysis to ViewSonic in writing, within ten (10) days of receipt of the CAR. Each CAR is tracked until closed, and verified that the corrective action was timely and effective.

6.3.3 Complaint Handling

ViewSonic tracks all Supplier problems in an automated CAR system, which provides visibility to the timely response by the Supplier. Supplier is expected to support ViewSonic in such instances, where time is critical or requests for information are urgent, to ensure customer satisfaction.

6.3.4 Supplier Rework for Product Defects

Products that must be reworked will be coordinated with the Supplier using the Supplier's facility, a third party designated by the Supplier, a third party designated by ViewSonic, or by ViewSonic based on quantity, type of defect, sales demand, and most economic methods to complete rework. For such Products reworked by ViewSonic or its third party, the Supplier will be charged for said rework at the warranty reimbursement rate for that size of Product. See Exhibit 5.

7.0 Supplier Responsiveness

In general, ViewSonic expects to receive a written acknowledgment to any inquiry in a timely manner. Some requests carry a higher priority than others do, as noted in the prioritized list below. Items that are not closed in a timely manner, and continue to age, will reflect negatively on the Supplier's Quarterly Performance Scorecard. ViewSonic's requirements are as follows:

- **Engineering Change Requests (ECR):** Acknowledge receipt within twenty-four (24) hours; provide solution within five (5) days on average; notify ViewSonic within three (3) days of factory cut-in, with cut-in serial number.
- **Mass Production Release (MPR):** Acknowledge receipt within 24 hours; commence chassis build no earlier than 5 days from receipt of MPR certificate.
- **MP Conditional Release Notices (CRN):** Acknowledge receipt within twenty-four (24) hours; commence production no earlier than five (5) days from receipt of CRN; provide written response for CRN closure based on actions taken, within three (3) days after the implementation, as noted on certificate.
- **Incoming Quality Control (IQC) Rejects:** Acknowledge receipt and provide confirmation of proposed immediate solution for resolving ViewSonic's immediate Sales requirement within twenty-four (24) hours of notification. Short term solutions (Temporary fixes) should be provided within thirty-six (36) hours. Long term solution (Permanent fixes) should be cut in prior next MP run.
- **Corrective Action Requests (CAR):** Acknowledge receipt within twenty-four (24) hours; provide

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

root cause analysis and proposed actions to be taken within ten (10) days on average, in compliance with CAR due date.

- **Field Complaints:** Acknowledge receipts within twenty-four (24) hours; provide solution within ten (10) days on average. Same time frame as IQC reject.
- **Debit Memos (DM):** Acknowledge receipt of Debit Memo and backup data within twenty-four (24) hours; provide confirmation of proposed debit within five (5) days using Supplier Confirmation number (Supplier name, date or number of acknowledging receipt).
- **Information, reports, test data, etc:** Acknowledge receipt within twenty-four (24) hours; provide solution within specified timeframe.
- **Engineering Change Notices (ECN):** Provide monthly ECN summary report to ViewSonic for review.

8.0 TQA Metrics and Quarterly Review Meetings:

To better evaluate the Supplier's performance, a set of metrics have been established as follows:

- Engineering Sample Failure rate
- Design Change Ratio
- Mass Production Conditional Release Ratio
- ECR throughput time
- Final assembly fall off (yield) rate
- Factory Outgoing Inspection DPPM
- Factory Source Inspection DPPM
- Ship to Stock ratio
- IQC rejection ratio
- Purge (rework) ratio
- FRR
- FDR

ViewSonic will evaluate these areas on a quarterly basis and report to the Supplier for corrective action, should they fall outside ViewSonic's established limits. Further, these metrics shall be used to evaluate the Supplier's performance on a quarterly basis, the results of which shall be published in a Supplier Scorecard. Those suppliers who demonstrate teamwork and continuous improvement in the resolution of their quality issues shall be viewed more favorably than Suppliers who fail to respond in a timely manner to corrective actions.

EXHIBIT 5: WORLDWIDE SERVICE AND SPARE PARTS POLICY

1.0	SCOPE AND DEFINITION	42
2.0	SERVICE MANUAL AND DOCUMENTATION	42
3.0	SERVICE AND/OR COMMUNICATION KITS	43
4.0	SERVICE TRAINING AND TECHNICAL ASSISTANCE	43
5.0	RMA POOL REQUIREMENT	43
6.0	DOA	43
7.0	SERVICE PARTS SUPPLY	44
8.0	RECOMMENDED SPARE PARTS LIST	44
9.0	SPARE PARTS ORDER PLACEMENT	44
10.0	PARTS DELIVERY	45
11.0	SUPPLIER LIABILITY ON SPARE PARTS SUPPLY	46
12.0	REIMBURSEMENT PROCEDURE AND CHARGES	47
13.0	REPORT OF RMA RETURNS	48
13.0	NON-COMPLIANCE	48

EXHIBIT 5: WORLDWIDE SERVICE AND SPARE PARTS POLICY

This Exhibit applies to all ViewSonic worldwide locations. Notwithstanding the foregoing, where a conflict may arise between the terms of this Exhibit 5 and Exhibit 6, the terms of Exhibit 5 control for the areas and regions stated therein.

1.0 Scope and Definition

Supplier agrees to provide ViewSonic, free of charge, with after sales service and technical assistance related to the Product within a warranty period of thirty-nine (39) months from the date of Product manufacture unless as otherwise agreed upon in the GPS (Exhibit 1). Such after sales service and assistance shall include, but not be limited to, providing ViewSonic with general technical assistance as well as maintenance and service documentation relating to the Product, and the handling and providing of repair work for Returned Material Authority ("RMA") returns from ViewSonic's customers.

To cover in-warranty after sales service and technical assistance Supplier agrees to establish and maintain an appropriate after sales support organization.

In-warranty after sales service and technical assistance shall be arranged and executed by Supplier in a manner that ensures that ViewSonic will meet its warranty obligations to its customers. ViewSonic will monitor the Supplier's quality level by various measures. A performance review on Supplier's after sales support organization according to the terms set in Exhibits 1 and 4 and this Exhibit, will be conducted periodically with the Supplier.

ViewSonic reserves the right to handle and/or repair RMA returns under warranty and/or select Authorized Service Providers ("ASP") to handle and/or repair RMA returns under warranty on behalf of ViewSonic.

ViewSonic reserves the right to request Supplier's service organization to provide non-warranty repair or service to its customers. ViewSonic or ViewSonic customers will reimburse Supplier for a pre-agreed upon rate.

2.0 Service Manual and Documentation

To ensure high customer satisfaction, ViewSonic deems service documentation to be vital. As such, final Schematics and BOM should be sent to ViewSonic within seven (7) calendar days of PVT approval.

Within thirty (30) days after MP, Supplier will send to ViewSonic's principal address, via air carrier three (3) electronic sets (via E-mail or CD-ROM) and ten (10) hard copies of the final Service Manual. The Service Manual should comply with the Service Manual Vendor Requirements Guide (VSCSCPSMVRG 1.1) specification, which includes the complete set of schematics, the complete BOM and all current and up to date ECR/ECN/ECO data. In addition, all alignment tools, alignment software, trouble shooting techniques and associated instructions are to be included. All schematics need to be submitted in their native file format (e.g. P-CAD, etc) and all parts lists need to be submitted in MS-Excel or MS-Word format, even if the entire Service Manual is created as a PDF file. These Service Manuals and Documentation will be provided free of charge to ViewSonic. ViewSonic shall have the right to modify the Service Manuals without prior approval by Supplier.

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

3.0 Service and/or Communication Kits

If required, five (5) sets of Service and/or Communication Kits (programming kits) should be provided to ViewSonic within fifteen (15) days after MP release. The kits shall be provided free of charge to ViewSonic.

4.0 Service Training and Technical Assistance

Supplier will provide service training and technical assistance for the Products to ViewSonic free of charge.

Supplier shall provide at least one (1) service training session at each of ViewSonic facilities located in Walnut, California and Taipei, Taiwan; the Trillium facility at Markham, Ontario, Canada; and at the Eurographics facility in Romsey, Hampshire, England, the nominated location of VSE within thirty (30) days after MP release. ViewSonic reserves the right to re-assign the training locations and/or countries.

ViewSonic reports and tracks all Product related problems including field complaints in an automated Corrected Action Request ("CAR") system to ensure visibility of such field complaints for the Supplier and ViewSonic. Supplier is expected to acknowledge receipt of a field complaint within twenty-four (24) hours and to provide a solution within ten (10) days, on average. Should Supplier fail to provide a solution within ten (10) days after reporting of a field complaint to Supplier, ViewSonic shall be allowed to take any appropriate measures needed to fulfill ViewSonic's warranty obligations without any further approval by Supplier.

5.0 RMA Pool Requirement

For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge to be used as an RMA swap pool for each of ViewSonic's regional offices (VSA, VSE and VSAP). The initial RMA Pool quantity will be based on estimated field return ratios and sales forecasts for six (6) months as agreed upon in Exhibit 1. This pool size must meet ViewSonic's RMA usage for at least one (1) month (ViewSonic will take goods directly from ViewSonic existing stock for RMA swap pool purposes and debit Supplier accordingly). The RMA quantity listed in Exhibit 1 is based on Products being repaired in the local areas. Should Products be shipped back to Supplier's overseas factory for repair, the RMA pool quantity will be increased in proportion to the increased transportation time.

6.0 DOA

DOA as defined in Exhibit 4 shall be reported and returned to the Supplier, in accordance with Supplier's Return Merchandise Authorization ("RMA") Procedures. ViewSonic will replace the DOA units with new units to customers. Supplier will be charged for the replacement at the original FOB price plus \$15.00 handling/penalty charge and transport costs incurred in DOA replacement to ViewSonic customers (two (2) ways).

Per Supplier's request and when physically possible, ViewSonic will return the DOA units at Supplier's expense.

Should Supplier choose to evaluate the DOA units in ViewSonic's facilities, Supplier has thirty (30) calendar days to do so, or the units will be disposed of and the parts reclaimed where possible.

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

7.0 Service Parts Supply

Supplier shall provide all Parts necessary to perform repairs to ViewSonic or ViewSonic's designated service provider at no charge, freight prepaid.

PARTS HAVE A PRIORITY OVER PRODUCTION QUANTITIES. ViewSonic expects its service requirements to be met first and, if necessary, will request Supplier to use materials and/or Parts destined for production quantities to fulfill Parts requests.

8.0 Recommended Spare Parts List

The Recommended Spare Parts List (hereinafter, "RSPL") should be prepared with the following:

- Supplier parts number
- Location
- Description
- Expected failure rates
- Lead time (should not more than thirty (30) days)
- Unique parts
- Safety parts (parts must be used for safety compliance purpose)
- Cost (for Customs purpose)

Supplier must provide the RSPL in Excel electronic format no later than fifteen (15) calendar days after approval of the PVT. Total cost of all parts is not to exceed one hundred and twenty-five percent (125%) of the initial Product cost. The initial RSPL will include the parts needed for any ECO/ECR activity with effective dates prior to the MP release. Any backordered items will be shipped via air at Supplier's expense. Additionally, notification of the expected ship date for any Parts on backorder from the initial RSP requirement will be supplied at the time of the RSP shipment.

For any change (ECR/ECN) subsequent to the MP release, ECOs cannot have an effective date prior to receipt by affected ViewSonic offices, its service providers and Supplier's ASPs of all of the sets of parts needed to complete the change. The quantity of parts may be prorated at a given office to account for the population in that area of service and the rate at which repairs will be done. If ViewSonic Corporation must place orders for the RSP shipment then the vendor must provide parts ordering information in sufficient time to allow for the ViewSonic ordering process (including data entry, MRP processing, and order placement) as well as the vendor lead, production, and shipment time.

9.0 Spare Parts Order Placement

ViewSonic Corporation located at 381 Brea Canyon Road, Walnut, California 91789, USA will place Parts orders for VSA's Parts requirements.

Eurographics located at Unit 6, 24 Premier Way, Abby Park Industrial Park, Romsey, Hampshire, S051 9AQ England, will place Parts orders for VSE's Parts requirements.

ViewSonic Asia Pacific located at 9F, No. 192, Lien Chen Road, Chung Ho, Taipei, Taiwan, R.O.C. will place Parts orders for VSI's Parts requirements.

10.0 Parts Delivery

ViewSonic will issue a Purchase Order ("P.O.") for Parts and Supplier will confirm the ship date not to exceed three (3) days after the receipt of the P.O. The cost indicated on the P.O. will be used for reporting purposes to Customs of the destination countries only. ViewSonic is not responsible for paying for spare parts for warranty repairs in advance. Therefore, Supplier must ensure accuracy in the reporting of such charges.

For any new Product, Supplier will ship one hundred (100) sets of Parts from the RSPL or Initial Parts Kits including packaging material, free of charge, freight prepaid to each ViewSonic location as listed:

ViewSonic Corporation in Walnut-----by sea
 ViewSonic Asia Pacific in Taipei-----by sea/surface
 Eurographics in England VSE nominated agent -----by sea

These initial Parts kits must be shipped, packaged in a separate container from the Products, within thirty (30) calendar days of Mass Product Release of the product.

Standard lead-time for Parts should be indicated on the Supplier's RSPL. Supplier's standard lead-time should be no longer than thirty (30) days unless otherwise agreed to by ViewSonic. The packing list must include ViewSonic's part number and Supplier's part number along with the P.O. number. Each Part will be identified with both ViewSonic's and Supplier's part number. Each Part will be bar-coded with the ViewSonic part number using "code 39" format. All Parts to be packaged to ViewSonic's "Parts Packaging Specifications" as provided by ViewSonic.

Parts are to be shipped with ViewSonic's designated carrier for any pre-agreed collect shipments by ViewSonic. Within two (2) days after the ship date, Supplier shall provide ViewSonic the following Information via fax:

- Shipping advise
- Commercial invoice for customs purposes
- Packing list

Parts are to be shipped according to the destination stated on the P.O. Shipping labels are to be applied on each carton or pallet with ViewSonic's P.O. number and the notice "Attention Parts Department." The packing list will be sealed in an envelope, glued on one of the cartons and pallet, per shipment, with the following information:

- ViewSonic P.O. #
- ViewSonic Part #
- Supplier Part #
- Quantity
- Attention: Parts Department

A Commercial Invoice should be included with the following information:

- VS P.O.#
- VS Part #
- Supplier Part #
- Description
- Unit/Extended Cost

Supplier RW, ViewSonic RL

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

- Quantity
- HTSUS code provided by ViewSonic

Parts that are delayed from the standard lead-time will be subject to the following assessment:

Past Due	Shipment	Penalty
1-30 days	Via air	Supplier's expense
31 days or greater	Via air	Supplier's expense + the non-compliance penalty as stated in this exhibit, section 14.

If Supplier fails to meet the Parts lead-times as stated in Supplier's RSPL, ViewSonic reserves the right to replace non-repairable RMA units with a similar model at ViewSonic's original purchase price + \$26.00 handling/penalty charge.

Supplier will have "site down" measures for emergency coverage for any Parts required, or be able to remove needed parts from the manufacturing production line. ViewSonic's requirement is five (5) to seven (7) days turn around for one (1) to five (5) units.

Supplier will provide one-hundred (100) sets of cartons and poly bags, and fifty (50) sets of foam and plastics (included in the initial Parts order), free of charge with the first shipment of Product. The balance of the fifty (50) sets of foam will be shipped as requested by ViewSonic at no charge.

11.0 Supplier Liability on Spare Parts Supply

Warranty for Parts is one (1) year from the ship date. Any Part that fails incoming inspection or is defective will be returned with a description of the defect(s) and a replacement Part will be sent to ViewSonic by air at Supplier's expense, provided that the result of incoming inspection is given to Supplier within one (1) month of arrival. Supplier will notify ViewSonic when any Product or Part will be discontinued to allow ViewSonic a last buy and forecast opportunity. Notification will be sent sixty (60) days prior to Supplier discontinuing any Part. ViewSonic will reply within thirty (30) days of receipt of the notification.

Supplier will supply Parts for a particular Product for the period of years as set forth below based on the last production date of the Product:

- packing materials and printed materials-----one (1) year
- molded parts ----- two (2) years
- all other parts -----seven (7) years

If supplier decides to destroy tooling, supplier must acquire ViewSonic's agreement first.

Pursuant to the terms of Article E, Section 4.5 of the OEM Agreement, Supplier will fund a service reserve to cover warranty and liability obligations. In order to determine the exposure of Supplier's warranty liability on a model-by-model basis, ViewSonic will review of the following:

1. Product's launch date
2. Product's end of production date
3. number of months remaining in the warranty purchased from the Supplier
4. current Field Defect Rate
5. number of repaired units from the installed based

Supplier PW; ViewSonic BZ

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

12.0 Reimbursement Procedure and Charges

For RMA returns under warranty being handled and repaired by ViewSonic and/or ViewSonic's ASPs, ViewSonic will issue a debit memo to the Supplier on a monthly basis according to the reimbursement rates listed in the table below. Each warranty claim will be supported by the repair data, keyed to the Product Serial Number. Claims for VSA will be processed from VSC Corporate Quality, while claims for VSAP and VSE will be processed by VSAP and VSE respectively. Prior to Debit Memo issuance, the warranty claim will be pre-coordinated with the Supplier to ensure that all proposed claims are valid. The Supplier will provide written confirmation as to its acceptance of the claim within seven (7) calendar days after receipt of the claim. The Debit Memo will then be issued, noting the Supplier's confirmation number. ViewSonic Accounting shall then process the Debit Memo, with confirmation, at time of receipt. The Supplier may elect to pay the warranty claim, by so notifying ViewSonic, in lieu of ViewSonic taking the debit from the Supplier's current invoice.

Warranty claims will exclude all out-of-warranty units, and units damaged through shipping. Claims will also include listings of those RMA returns under warranty, which are Beyond Economical Repair ("BER") and must be disposed. BER units for disposal will be held for thirty (30) days for Supplier evaluation. Should the Supplier fail to inspect the units after thirty (30) days from notification, the units will be disposed and the parts reclaimed where possible. BER units under warranty will be billed to Supplier with the current FOB cost plus \$26.00 handling charge.

The Debit Memo for the reimbursement of accepted warranty claims consists of the following elements:

- a. Flat rate for repair, with parts provided free
- b. One-way shipping from ViewSonic to its customers
- c. ViewSonic RMA Handling Cost and Overhead
- d. NPF

The breakdown of the reimbursement rates for each Product is as follows:

VSA

Size	14"/15" CRT	17" CRT	19" CRT	> 21" CRT	<= 15" LCD (no panel repair)	>= 17" LCD (no panel repair)	>= 20" LCD (no panel repair)	Projector
NPF (d)	\$5	\$5	\$5	\$5	\$15	\$15	\$15	\$20
Repair (a, b, c)	\$80.00	\$100.00	\$120.00	\$140.00	\$160.00	\$180.00	\$200.00	\$220.00
W/O unit								

VSE

Size	14"/15" CRT	17" CRT	19" CRT	> 21" CRT	<= 15" LCD (no panel repair)	>= 17" LCD (no panel repair)	>= 20" LCD (no panel repair)	Projector
NPF (d)	\$5	\$5	\$5	\$5	\$15	\$15	\$15	\$20
Repair								

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

(a, b, c)	\$ 60	\$ 60	\$ 75	\$ 90	\$ 105	\$ 125	\$ 140	\$ 200
-----------	-------	-------	-------	-------	--------	--------	--------	--------

VSAP

Size	14"/15" CRT	17" CRT	19" CRT	> 21" CRT	<= 15" LCD (no panel repair)	>= 17" LCD (no panel repair)	>= 20" LCD (no panel repair)	Projector
NPF (d)	\$5	\$5	\$5	\$5	\$15	\$15	\$15	\$20
Repair (a, b, c)	\$ 60	\$ 60	\$ 75	\$ 90	\$ 105	\$ 125	\$ 140	\$ 200

The above LCD (without panel repair) monitors and Projectors are based on modular repair, which Supplier will provide parts in modular form as part of the RSPL. ViewSonic will return the defective modules if physically possible, at Supplier's expense. Any defective module kept more than thirty (30) days in ViewSonic's or ViewSonic's ASP facilities will be disposed or harvested for parts usage.

13.0 Report of RMA Returns

ViewSonic will generate the Repair Report of RMA returns under warranty on a monthly basis. Out of warranty and NPF will be excluded from the report.

All RMA returns under warranty will be counted as repaired units subject to warranty claim. Those units received during warranty, but repaired after warranty, due to poor Supplier parts support, shall be considered in warranty and subject to warranty claim. The Supplier will reimburse ViewSonic as noted in this Exhibit.

14.0 Non-Compliance

Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic will, at its sole option, replace the defective units with new units at ViewSonic's original purchase price plus \$26.00 handling/penalty charge debited to Supplier. Notification will be sent to Supplier upon such action. A debit memo shall be issued for any and all costs associated with this activity. Failure to pay said debit memo within 15 days will result in a deduction from invoices. If requested by Supplier, any returns of defective units will be shipped by freight collect.

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

EXHIBIT 6: REGIONAL SERVICE AND SPARE PARTS POLICY

1.0	DEFINITIONS.....	50
2.0	TERMS.....	50

Supplier RW; ViewSonic BL

EXHIBIT 6: REGIONAL SERVICE AND SPARE PARTS POLICY**1.0 Definitions**

This Exhibit defines the policy between ViewSonic and the Supplier for the provision of after-sales service for ViewSonic America (VSA) only. In the case of any different or conflicting terms between this Exhibit 6 and the terms of Exhibit 5, the terms of this Exhibit 6 control for VSA only. The rest of the regions will be covered by the terms of Exhibit 5. ViewSonic reserves the right to expand this Exhibit to cover other regions in the future.

2.0 Terms

- 2.1 This Exhibit will apply from the date of execution and will apply to all Products manufactured by Supplier that are returned to ViewSonic within the manufacture warranty period as stated in the original purchase warranty term or GPS. This includes all installed base that ViewSonic has sold within the manufacturer warranty period.
- 2.2 For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge to be used as a Return Material Authorization (hereinafter, "RMA") swap pool. Initial RMA Pool quantity is to be based on estimated field return ratio and sales forecast for six (6) months as agreed upon in the GPS in Exhibit 1. This pool size must meet ViewSonic's RMA usage for at least one month (ViewSonic will take goods directly from ViewSonic existing stock for RMA swap pool purposes and debit Supplier accordingly). The RMA quantity listed in the GPS in Exhibit 1 is based on Products being repaired in the local areas.
- 2.3 Supplier agrees to establish and maintain repair work and after-sales services for the Products locally in North America, near ViewSonic's two (2) collection sites: Walnut, California; and Atlanta, Georgia. All activities provided for in this Exhibit should cover in-warranty and out of warranty repairs effected through highly skilled and qualified service centers (ASP) authorized by Supplier, meeting all of ViewSonic's requirements and approved by ViewSonic in writing. ViewSonic has preferred authorized service providers that it will recommend to the Supplier for consideration. Should Supplier chose to use its selected ASP instead of ViewSonic's preferred ASP, the following add-on cost will be assessed to supplier:
- | | |
|--|--|
| One (1)-time set up fee of system linkage: | \$75 per hour + out-of-pocket |
| One (1)-time training fee: | \$75 per hour + out-of-pocket |
| Audit fee for qualifying Supplier's ASP: | \$1000 per audit + out-of-pocket (waived for IAS). |
- 2.4 Supplier will diligently supervise the activities of the ASP and ensure ,at all times, the high quality of the services, including but not limited to monitoring the day-to-day management of the ASP. Supplier shall ensure that the ASP has access to needed spare parts and service information at all times. For new Products, Parts and service information should be provided to the ASP before the first shipment arrives.
- 2.5 Supplier will be directly responsible for all costs charged by its ASP. For out-of-warranty repairs, ViewSonic will reimburse Supplier as stated in this Exhibit.

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

- 2.6 ViewSonic will be fully responsible for all RMA (Return Material Authorization) processing and fulfillment for the Products that experience failure in the field and for arranging return of such units to its repair facilities.
- 2.7 Once the ViewSonic RMA number has been released, Supplier should provide ViewSonic with their own RMA number within twenty-four (24) hours and arrange to collect such returned units from ViewSonic's facility within forty-eight (48) hours, at Supplier's expense. Supplier will follow the process as outlined in Appendix K. Electronic interface requirements between Supplier's ASP and ViewSonic, as documented in Appendix L, and must be strictly followed.
- 2.8 Supplier's ASP should follow ViewSonic's shipping and receiving guidelines (see enclosed document) and comply at the same time with major freight companies' requirements in processing shipping damage claims. Rejected claims by the shipping company due to past due reporting will not be ViewSonic's responsibility. Supplier (or its authorized service center) will generate a Screening Report (Appendix M) and BER Report (Appendix N), within twenty-four (24) hours of receipt of the units at their site, that clearly indicates the number of units determined to be in each of the following categories:
- ◆ Units with physical damage caused by user abuse or shipping damage.
 - ◆ Units determined to be Beyond Economical Repair (BER) due to physical damage to key components.
 - ◆ In or out of warranty status.
- 2.9 Units judged to be NPF will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to ViewSonic's designated facility. See enclosed document. A handling charge of fifteen dollar (\$15) per NPF unit will be invoiced to ViewSonic.
- 2.10 Units with physical damage and BER units which are confirmed as ViewSonic's responsibility, will be returned to ViewSonic "as is" or scrapped based on ViewSonic's written notification within five (5) business days of receipt of Supplier's screening notice. If disposition notification is not sent by ViewSonic within the specified time, the units will be automatically returned to ViewSonic.
- 2.11 Upon completion of the screening, Supplier will repair the units in its ASP in the United States with the service level stated in this Exhibit. From time to time, Supplier may return some or all units to its manufacturing facilities overseas for repair and refurbishment with ViewSonic's prior approval. This includes any verified hard failures, NPF and physical damage. In this case, Supplier is responsible for the import of new Products, export of the RMA units and re-import of the repaired merchandise. ViewSonic's Importer ID WILL NOT be used for this purpose. All logistics expenses will be borne by Supplier. The RMA pool quantity will be increased, from Section 2.2 of this Exhibit, in proportion to the increased transportation time.
- 2.12 For units repaired by its ASP, Supplier will ensure that such units are repaired, cleaned, repackaged and returned at Supplier's expense to ViewSonic's facilities within five (5) working days of receipt. ViewSonic reserves the right to reject all repaired units returned past the maximum allowed time for return. ViewSonic will debit the Supplier for these RMA units on a monthly basis.
- 2.13 In cases where Supplier is unable to repair the Products in a timely manner and no new Product is available for any reason, ViewSonic will provide a Product upgrade replacement to its customers at

Supplier W; ViewSonic BC

Supplier's expense at actual FOB cost plus \$26.00 handling/penalty. Supplier will be notified in advance of such action, so that Supplier confirmation can be obtained in writing prior to the replacement exchange.

- 2.14 All units repaired by Supplier must be cleaned, refurbished, comply with the most recent ECO implementation, meet "Service Inventory" (B) stock cosmetic and functional requirements, and include new accessory kits, polyfoam and packaging as necessary. Any repaired or refurbished units within the warranty period must be returned to the original ViewSonic location of pick up or elsewhere as instructed by ViewSonic.
- 2.15 ViewSonic shall determine the method of shipment for all warranty replacements and customer-owned units to ViewSonic customers directly, freight costs to be absorbed by ViewSonic.
- 2.16 At the end of each month, ViewSonic and Supplier will reconcile the RMA returns and inventory. An RMA handling charge, as stated below, will be debited to Supplier for RMA units confirmed as Supplier's responsibility. Due to the added administrative and processing effort for repairs done by non-ViewSonic recommended ASPs, RMA handling charges will be higher.

	RMA Handling Charge		
	Using VS recommended ASP	Using JAS	Using non-VS recommended ASP
14" CRT Monitor	\$18	\$18	\$33
15" CRT Monitor	\$18	\$18	\$33
17" CRT Monitor	\$24	\$24	\$39
19" CRT Monitor	\$26	\$26	\$41
20 - 22" CRT Monitor	\$30	\$30	\$45
14"/15" LCD Monitor	\$24	\$24	\$39
17"/18" LCD Monitor	\$30	\$30	\$45
> 18" LCD Monitors	\$35	\$35	\$50
Projectors	\$55	\$55	\$70

A monthly perpetual inventory report and a quarterly physical count are required. Any negative discrepancy from ViewSonic's record will be debited to Supplier at the current FOB cost. From time to time, ViewSonic may request to audit the inventory record and physical count in Supplier and/or Supplier's ASP site, per the Accounting Auditor's request.

ViewSonic may choose to use Supplier's ASP for out of warranty repair (freight, labor and parts included). In such cases, repair reimbursement will be paid for units meeting "Service Inventory Specs" as follows:

- 14" CRT Monitor: \$70
- 15" CRT Monitor: \$70
- 17" CRT Monitor: \$75
- 19" CRT Monitor: \$90
- 20"- 22" CRT Monitor: \$100
- 14"-15" LCD Monitor: \$105
- 17"-18" LCD Monitor: \$125



ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

- >18" LCD Monitors:\$140
- Projector Products:\$120

- 2.17 ViewSonic will, at its sole discretion, perform quality inspection on any repaired and/or refurbished units done by Supplier's US-based ASP and/or manufacturing facility.
- 2.18 ViewSonic has the right to reject any units that fail to meet the Service Inventory Specs for cosmetic and functional standards as agreed upon between Supplier and ViewSonic. Units will be sampled by ViewSonic's Outgoing Quality Control (OQC) and Out of Box Audit (OBA) team in accordance with the ANSI/ASQC Z1.4 - 1993 American National Standard Institute/American Society for Quality Control sampling plan, which is based on the now-obsolete US Government Inspection Plan defined in MIL-STD-105E. The sample quantity for this OQC/OBA inspection process will be as stated herein. OBA will be done either in Supplier's ASP or at ViewSonic sites. Supplier will be charged for a handling fee of two dollars (US\$2) for each unit in the rejected lot and is required to collect such units from ViewSonic facilities. Supplier has the right to verify any reported rejects within three (3) working days of the reject being reported and to arrange collection, but if Supplier fails to do so, then ViewSonic will return all units to Supplier's authorized service center at Supplier's expense. If Supplier elects for ViewSonic to sort the rejected lot, a sorting fee will be charged as follows:
- 14"/15" CRT Monitor: \$3
 - 17" CRT Monitor: \$4
 - 19"/21"/22" CRT Monitor: \$5
 - Projectors/LCD Monitor: \$5
- 2.19 Any unit rejected twice will not be accepted from that point forward. Repeated ViewSonic customer returns will be scrapped on the third return at Supplier's expense. In both cases, Supplier will be debited for the unit at current FOB cost.
- 2.20 The warranty of all repaired and refurbished units is twelve (12) months from the date of repair/refurbish or the remaining balance of the any original warranty period, whichever is longer.
- 2.21 RMA units not meeting Service Inventory Specs requirements, are BER, or that exceed the maximum allowed repair turn around time, should be scrapped by Supplier. Supplier will be debited for the unit at current FOB cost. Such units cannot be sold with any reference to ViewSonic brands, including but not limited to the Product, its packaging or any sales and marketing materials.
- 2.22 ViewSonic reserves the right to audit and approve Supplier's ASP and the complete RMA process before repairs are started.
- 2.23 Supplier will provide daily reports of Product repairs using ViewSonic's Repair & Defect Code Handbook (see enclosed document), service quality ("B" grade), and inventory status data to ViewSonic.
- 2.24 When Supplier-directed repair and service is not feasible, Supplier will reimburse ViewSonic for any repairs done by ViewSonic or ViewSonic's authorized service provider at the rates stated in Exhibit 5.
- 2.25 Supplier will keep a minimum of one hundred (100) sets of the original carton and foam in their local ASP or in a local parts center at all times from MP release through two (2) years after EOL by Supplier.

Supplier  ViewSonic 

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

Supplier will provide the first one-hundred (100) sets to ViewSonic free of charge. Supplier will supply ViewSonic these packaging materials within twenty-four (24) hours of ViewSonic's request.

- 2.26 Supplier will maintain a sufficient quantity of Parts with its ASP in the United States to support ViewSonic ASP requirements in USA, Canada and Latin America within two (2) days of initial order. Repair costs will be reimbursed to ViewSonic at the previously agreed upon rate as stated in Exhibit 5. Parts shall be shipped freight pre-paid if within warranty.
- 2.27 Supplier will maintain an adequate spare parts inventory for its ASP, ViewSonic and ViewSonic's ASPs. For units being repaired by the Supplier's ASP and ViewSonic and ViewSonic's ASPs, the necessary parts will be ordered from the Supplier and other Supplier-approved sources. The ASP or parts center will maintain the inventory in sufficient quantity to meet the contractual time requirements. ViewSonic and its ASPs may order parts from the Supplier, Supplier's ASPs, or their parts centers.
- 2.28 Supplier will provide, through its ASP, free accessories and cosmetic parts for any urgent requirements from ViewSonic's customers, within twenty-four (24) hours of the customer's request.
- 2.29 ViewSonic will issue purchase orders for Parts as previously stated, either directly or through its third party service providers.
- 2.30 Parts to be delivered by ViewSonic's designated carrier for collect shipments. A shipping label will be applied on each carton with ViewSonic's P.O. number and addressed to the attention "Parts Department." A packing list is to be sealed in an envelop addressed to Attention Parts Department, glued to one of the cartons per shipment with the following information:
- ViewSonic P.O. number
 - ViewSonic part number
 - Supplier part number
 - Quantity
- 2.31 Each Part will be identified on the Part itself with both ViewSonic's and Supplier's Part number. Each Part will also be bar coded with the ViewSonic Part number using code 39 format. All Parts must be packaged to ViewSonic's Parts packaging specifications. See enclosed document.
- 2.32 Warranty for Parts is one (1) year from date of shipment. Supplier must notify ViewSonic and ViewSonic's third party service providers when any Product or Part is to be discontinued and allow a last time buy and forecast opportunity. Written notification must be sent sixty (60) days prior to Supplier discontinuing any Part. ViewSonic will reply within thirty (30) days of receipt of the notification.
- 2.33 Supplier will supply parts for each Product for a period of time as set forth below based on the last production date of the Product.
- Packaging and printed materials – one (1) year
 - Molded parts – two (2) years
 - All other Parts – seven (7) years
- 2.34 Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic will, at its sole option, replace the defective units with new units.

Supplier RL ViewSonic bc

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

Notification will be sent to Supplier upon such action. ViewSonic will deduct from any outstanding Supplier invoices, the original purchase price. If requested by Supplier, any returns of defective units will be shipped by freight collect.

- 2.35 From time to time, ViewSonic may be required to implement ECO and quality rework. In such cases, Supplier will be debited for the actual expenses incurred by ViewSonic.

Supplier RN ViewSonic BC

EXHIBIT 6

SUPPLIER-MANAGED AFTER SALES SERVICE AND REPAIR POLICY for Russia/CIS

1.0 Definitions

This Exhibit defines the policy between ViewSonic and the Supplier for the provision of after-sales service for ViewSonic Europe (VSE) – Russia/Community of Independent States only. In the case of any different or conflicting terms between this Exhibit 6 and the terms of Exhibit 5, the terms of this section in Exhibit 6 control for Supplier-Managed after sales service and repair only. All other service repairs and spare parts policy will be covered by the terms of Exhibit 5 unless specified otherwise.

2.0 Terms

- 2.1 This Exhibit will apply from the date of execution and will apply to all Products manufactured by Supplier that are returned to ViewSonic within the manufacture warranty period as stated in the original purchase warranty term or GPS. This includes all installed base that ViewSonic has sold within the manufacturer warranty period.
- 2.2 For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge (Jean's Property) to be used as a Return Material Authorization (hereinafter, "RMA") swap pool and new units DOA replacement, kept in Russia/CIS ARC. Initial RMA Pool quantity is to be based on estimated field return ratio and sales forecast for six (6) months. The RMA pool units will be owned by Jean, and managed by Jean's Russia/CIS ARC.
- 2.3 Supplier agrees to establish and maintain after sales repair centers for the Products in Russia/CIS. All activities provided for in this section of the Exhibit should cover in and out of warranty repairs effected through highly skilled and qualified repair centers authorized by Supplier (hereinafter, "ARC"), meeting all of ViewSonic's requirements and approved by ViewSonic in writing. ViewSonic has a preferred repair center that it will recommend to the Supplier for consideration as ARC. Should Supplier chose to use its selected ARC instead of ViewSonic's preferred repair center, an one time audit fee for qualifying the ARC of \$1,500.00, plus out of pocket expense will be assessed to supplier.
- 2.4 Supplier will diligently supervise the activities of the ARC and ensure, at all times, the high quality of the services, including but not limited to monitoring the day-to-day

DM

management of the ARC. An European Service Representative employed by the Supplier is required to oversee the entire service activities performed by the ARC. Supplier shall ensure that the ARC has access to needed spare parts and service information at all times. ARC will communicate with ViewSonic's Call Desk about End-users RMA-returns on a daily basis and comply with all service repair related requirements. For new Products, parts and service information should be provided to the ARC before the first shipment arrives at ViewSonic.

- 2.5 Supplier will be directly responsible for all costs charged by its ARC, including all management costs incurred by the ARC in order to meet ViewSonic's requirements. For any out-of-warranty repairs performed by ARC, ViewSonic will reimburse Supplier as stated in this Exhibit.
- 2.6 This paragraph intentionally left blank.
- 2.7 Supplier will follow the process as outlined separately in the process flow chart. Electronic interface requirements between ARC and ViewSonic's Call Desk must be strictly followed to ensure efficient administration/handling of End-user RMA-returns.
- 2.8 Supplier is responsible for the management and the cost of moving the products both way between ARC and the End-user. ARC should follow ViewSonic's Prime ASP's shipping and receiving guidelines (see enclosed document) and comply at the same time with major freight companies' requirements in processing shipping damage claims. Rejected claims by the shipping company due to past due reporting will not be ViewSonic's responsibility. Supplier (or its ARC) will generate a BER Report (Appendix N), within one (1) business day of receipt of the units at their site, that clearly indicates the number of units determined to be in each of the following categories:
- ♦ Units with physical damage caused by user abuse or shipping damage.
 - ♦ Units determined to be Beyond Economical Repair (BER) due to physical damage to key components.
 - ♦ In or out of warranty status.
- 2.9 Units judged to be No Fault Found (hereinafter, "NFF") will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to the End-user. Any NFF charge will be invoiced from JEAN's ARC directly to ViewSonic.
- 2.10 Units with physical damage will be returned back to the End-user non-repaired. In-warranty BER units which are confirmed as Supplier's responsibility will be scrapped and replaced at Supplier's cost. It is Supplier's responsibility to verify the BER unit with the ARC within 30 days before the unit is scrapped.
- 2.11 This paragraph intentionally left blank.
- 2.12 For End-users RMA-returns repaired by the ARC, Supplier will ensure that such units are repaired, cleaned, repackaged and returned to the End-user at Supplier's expense within five (5) working days from receive of the unit. ARC will inform ViewSonic's Call Desk upon closure of the End-user RMA-return.

PM.

- 2.13 In cases where the ARC is unable to repair the End-users RMA-returns in a timely manner and no new Product is available for any reason, ViewSonic will immediately provide a Product replacement to the End-user at Supplier's expense at actual FOB cost. Supplier will be notified in advance of such action, so that Supplier confirmation can be obtained in writing prior to the replacement exchange.
- 2.14 In addition to diagnose and repair the defective components or units, all units repaired by the ARC must be cleaned, refurbished (repackaged in new packaging according to Service Inventory Specs (B stock)), and comply with the most recent ECO implementation.
- 2.15 This paragraph intentionally left blank.
- 2.16 At the end of each month, ViewSonic and Supplier will reconcile the End-users RMA returns, and a monthly perpetual inventory report is required. Any negative discrepancy from ViewSonic's record should be confirmed by both parties within 7 working days from the date ViewSonic presented the data and will be debited to Supplier at the current FOB cost. From time to time, ViewSonic may request to audit the inventory record and physical count in Supplier and/or the ARC site, per the Accounting Auditor's request.

A handling charge of \$5.00 per End-user RMA-return unit will be debited to Supplier for End-users RMA-returns confirmed as Supplier's responsibility. Due to the added administrative and processing effort for repairs done by a non-ViewSonic recommended ARC, handling charges will be at \$20.00 per unit.

ViewSonic may choose to use the ARC for out of warranty repairs. In such cases, repair reimbursement will be paid for units meeting "Service Inventory Specs". ARC will invoice ViewSonic or ViewSonic's end users directly for the out-of-warranty repair.

- 2.17 ViewSonic at its sole discretion, perform quality inspection on any repaired and/or refurbished units done by Supplier's ARC.
- 2.18 This paragraph intentionally left blank.
- 2.19 Repeated End users RMA returns, with the same failure symptom and/or same hard defect, within warranty, will be scrapped on the third return at Supplier's expense. A replacement unit will be given to the End user, and Supplier will be debited for the unit at current FOB cost.
- 2.20 The warranty of all repaired and refurbished units is twelve month with the same defect, from the date of repair/refurbish or the remaining balance of the any original warranty period, whichever is longer.

DM

- 2.21 RMA-return units not meeting Service Inventory Specs requirements, are BER, or that exceed the maximum allowed repair turn around time, should be scrapped by Supplier. Supplier will be debited for the cost of the replacement unit. Units to be scrapped cannot be sold with any reference to ViewSonic brands, including but not limited to the Product, its packaging or any sales and marketing materials.
- 2.22 ViewSonic must perform facility audit and approve the Supplier's ARC and the complete RMA-process before Supplier starts managing repairs for ViewSonic labeled products.
- 2.23 Supplier will provide monthly reports of End-users RMA-return units repaired, using ViewSonic's Repair & Defect Code Handbook (see enclosed document), service quality ("B" grade), and inventory status data to ViewSonic.
- 2.24 When Supplier-managed repair and service is not feasible, Supplier will follow the Service and Spare Parts Policy set in Exhibit 5 of the OEM Agreement.
- 2.25 Supplier will keep sufficient sets of the original carton and foam in their ARC or in a local parts center at all times from MP release through one (1) year after EOL by Supplier.
- 2.26 Supplier will maintain a sufficient quantity of Parts with the ARC to support repairs.
- 2.27 This paragraph intentionally left blank.
- 2.28 Supplier will provide, through the ARC, free accessories and cosmetic parts for any urgent requirements from ViewSonic's customers, within forty-eight (48) hours of the customer's request.
- 2.29 Supplier will supply parts for each Product for a period of time as set forth below based on the last production date of the Product.
- Packaging and printed materials – one year
 - Molded parts – three (3) years
 - All other Parts – seven (7) years
- 2.30 Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic will, at its sole option, replace the defective units with new units. Notification will be sent to Supplier upon such action. ViewSonic will deduct from any outstanding Supplier invoices, the current purchase price. If requested by Supplier, any returns of defective units will be shipped by freight collect.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement as of the date first above written.

DM

ViewSonic Corporation

Signature

Bonny Cheng

Printed Name

Director, Global Planning & SCM

Title

10-9-02

Date

Supplier Jean Company, Ltd.

Signature

Yoshitaka Tajimi

Printed Name

General Manager of QA & CR Division

Title

10-9-2002

Date

ORIGINAL

EXHIBIT 6A: SUPPLIER-MANAGED AFTER SALES SERVICE AND REPAIR POLICY**VSE Service and Spare Parts Policy - Russia****1.0 Definitions**

This Exhibit defines the policy between ViewSonic and the Supplier for the provision of after-sales service for ViewSonic Europe (VSE) only. In the case of any different or conflicting terms between this Exhibit 6 and the terms of Exhibit 5, the terms of this section in Exhibit 6 control for Supplier-Managed after sales service and repair only. All other service repairs and spare parts policy will be covered by the terms of Exhibit 5 unless specified otherwise.

There are 3 different service models apply for VSE region:

Russia/Community of Independent States – Supplier-Managed Repair model covered in this section

European Union – Supplier-Managed Repair model to be implemented in the next phase.

All other areas – ViewSonic-Managed Repair model covered by Exhibit 5.

2.0 Terms

- 2.1 *This Exhibit will apply from the date of execution and will apply to all Products manufactured by Supplier that are returned to ViewSonic within the manufacture warranty period as stated in the original purchase warranty term or GPS. This includes all installed base that ViewSonic has sold within the manufacturer warranty period.*
- 2.2 *For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge to be used as a Return Material Authorization (hereinafter, "RMA") swap pool. Initial RMA Pool quantity is to be based on estimated field return ratio and sales forecast for six (6) months as agreed upon in the GPS in Exhibit 1. This pool size must meet ViewSonic's RMA usage for at least one month (ViewSonic will take goods directly from ViewSonic existing stock for RMA swap pool purposes and debit Supplier accordingly). The RMA quantity listed in the GPS in Exhibit 1 is based on Products being repaired in the local areas. The RMA pool units will be owned by ViewSonic, and managed by ViewSonic's Prime ASP.*
- 2.3 *Supplier agrees to establish and maintain after sales repair centers for the Products in Russia/Community of Independent States. All activities provided for in this section of the Exhibit should cover in and out of warranty repairs effected through highly skilled and qualified repair centers authorized by Supplier (ARC), meeting all of ViewSonic's requirements and approved by ViewSonic in writing. ViewSonic has a preferred repair center that it will recommend to the Supplier for consideration. Should Supplier chose to use its selected ARC instead of ViewSonic's preferred repair center, an one-time audit fee for qualifying Supplier's ARC of \$3,000, plus out-of-pocket expense will be assessed to supplier.*
- 2.4 *Supplier will diligently supervise the activities of the ARC and ensure, at all times, the high quality of the services, including but not limited to monitoring the day-to-day management of the ARC. A European Service Representative employed by the Supplier*

and stationed close to ViewSonic's Prime ASP location is required to oversee the entire service activities performed by the ARC. Supplier shall ensure that the ARC has access to needed spare parts and service information at all times. ARC will communicate with ViewSonic's Call Desk on a daily basis and comply with all service repair related requirements. For new Products, parts and service information should be provided to the ARC before the first shipment arrives at ViewSonic.

- 2.5 Supplier will be directly responsible for all costs charged by its ARC, for any out-of-warranty repairs performed by ARC, ViewSonic will reimburse Supplier as stated in this Exhibit.
- 2.6 This paragraph intentionally left blank.
- 2.7 Supplier will follow the process as outlined separately in the process flow chart. Electronic interface requirements between Supplier's ASP and ViewSonic's Call Desk must be strictly followed.
- 2.8 Supplier is responsible for the management and the cost of moving the products both ways between ARC and the end-user. Supplier's ARC should follow ViewSonic's Prime ASP's shipping and receiving guidelines (see enclosed document) and comply at the same time with major freight companies' requirements in processing shipping damage claims. Rejected claims by the shipping company due to past due reporting will not be ViewSonic's responsibility. Supplier (or its ARC) will generate a BER Report (Appendix N), within one (1) business day of receipt of the units at their site, that clearly indicates the number of units determined to be in each of the following categories:
 - ◆ Units with physical damage caused by user abuse or shipping damage.
 - ◆ Units determined to be Beyond Economical Repair (BER) due to physical damage to key components.
 - ◆ In or out of warranty status.
- 2.9 Units judged to be No Fault Found (NFF) will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to ViewSonic's or Prime ASP's designated facility (See enclosed document). Any NFF charge will be invoiced directly to ViewSonic from the ASP.
- 2.10 Units with physical damage will be returned un-repaired back to the customer. In-warranty BER units which are confirmed as Supplier's responsibility will be scrapped and replaced at Supplier's cost. It is Supplier's responsibility to verify the BER unit with ARC within 30 days before the unit is scrapped. Supplier can buy the new replacement unit from ViewSonic for the BER sets, which is under Supplier's responsibility, based on the latest FOB pricing plus USD15 of handling charges
- 2.11 This paragraph intentionally left blank.
- 2.12 For units repaired by its ARC, Supplier will ensure that such units are repaired, cleaned, repackaged and returned to the customer at Supplier's expense within five (5) working days from receive of the unit.

- 2.13 In cases where Supplier is unable to repair the Products in a timely manner and no new Product is available for any reason, ViewSonic will immediately provide a Product replacement to its customers at Supplier's expense at actual FOB cost. Supplier will be notified in advance of such action, so that Supplier confirmation can be obtained in writing prior to the replacement exchange.
- 2.14 In addition to diagnose and repair the defective components or units, all units repaired by Supplier must be cleaned, refurbished, and comply with the most recent ECO implementation.
- 2.15 This paragraph intentionally left blank.
- 2.16 At the end of each month, ViewSonic and Supplier will reconcile the RMA returns, and a monthly perpetual inventory report is required. Any negative discrepancy from ViewSonic's record due to Supplier's negligent will be debited to Supplier at the current FOB cost. From time to time, ViewSonic may request to audit the inventory record and physical count in Supplier and/or Supplier's ARC site, per the Accounting Auditor's request.

No RMA handling charge will applied if the repair is performed by IBS. An RMA handling charge of \$10.00 per unit will be debited to Supplier for RMA units repaired by CPS and confirmed as Supplier's responsibility. Due to the added administrative and processing effort for repairs done by non-ViewSonic recommended ARC, RMA handling charges will be higher at \$20.00 per unit.

ViewSonic may choose to use Supplier's ARC for out of warranty repair (freight, labor and parts included). In such cases, repair reimbursement will be paid for units meeting "Service Inventory Specs" as follows:

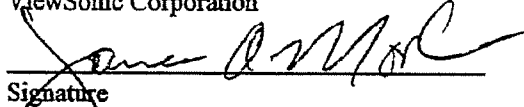
• 14" CRT Monitor:	\$65
• 15" CRT Monitor:	\$65
• 17" CRT Monitor:	\$65
• 19" CRT Monitor:	\$65
• 20"- 22" CRT Monitor:	\$65
• 14"-15" LCD Monitor:	\$75
• 17"-18" LCD Monitor:	\$75
• >18" LCD Monitors:	\$100
• Projector Products:	\$120

- 2.17 ViewSonic at its sole discretion, perform quality inspection on any repaired and/or refurbished units done by Supplier's ARC.
- 2.18 This paragraph intentionally left blank.
- 2.19 Repeated ViewSonic customer returns will be scraped on the third return at Supplier's expense. A replacement unit will be given to the end-user, and Supplier will be debited for the unit at current FOB cost.

- 2.20 The warranty of all repaired and refurbished units is twelve (12) months from the date of repair/refurbish or the remaining balance of the any original warranty period, whichever is longer.
- 2.21 RMA units not meeting Service Inventory Specs requirements, are BER, or that exceed the maximum allowed repair turn around time, should be scrapped by Supplier. Supplier will be debited for the cost of the replacement unit. Units to be scrapped cannot be sold with any reference to ViewSonic brands, including but not limited to the Product, its packaging or any sales and marketing materials.
- 2.22 ViewSonic must perform facility audit and approve Supplier's ARC and complete RMA process before Supplier starts managing repairs for ViewSonic labor products.
- 2.23 Supplier will provide weekly reports of Product repairs using ViewSonic's Repair & Defect Code Handbook (see enclosed document), service quality ("B" grade), and inventory status data to ViewSonic.
- 2.24 When Supplier-managed repair and service is not feasible, Supplier will follow the Service and Spare Parts Policy set in Exhibit 5 of the OEM Agreement.
- 2.25 Supplier will keep sufficient sets of the original carton and foam in their ARC or in a local parts center at all times from MP release through two (2) years after EOL by Supplier.
- 2.26 Supplier will maintain a sufficient quantity of Parts with its ARC to support repairs.
- 2.27 This paragraph intentionally left blank.
- 2.28 Supplier will provide, through its ARC, free accessories and cosmetic parts for any urgent requirements from ViewSonic's customers, within twenty-four (24) hours of the customer's request.
- 2.29 Supplier will supply parts for each Product for a period of time as set forth below based on the last production date of the Product.
- Packaging and printed materials – two (2) year
 - Molded parts – three (3) years
 - All other Parts – seven (7) years
- 2.30 Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic will, at its sole option, replace the defective units with new units. Notification will be sent to Supplier upon such action. ViewSonic will deduct from any outstanding Supplier invoices, the current purchase price. If requested by Supplier, any returns of defective units will be shipped by freight collect.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement as of the date first above written.

ViewSonic Corporation



Signature

JAMES A. MORLAN

Printed Name

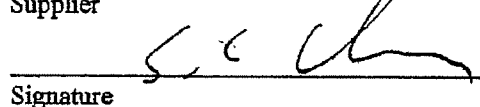
CFD

Title

7-3-03

Date

Supplier



Signature

CHEN SHIZONG CHEN

Printed Name

PRESIDENT

Title

2003-6-25

Date



AMENDMENT NUMBER 3
Amendment Date: November 15, 2002
To
OEM AGREEMENT
Between VIEWSONIC CORPORATION, a Delaware, U.S.A. Corporation
And JEAN COMPANY, A Taiwan Corporation
Agreement Effective Date: January 29, 2002

Effective as of the Amendment Date indicated above, the below signed parties agree that the indicated portions of the above referenced Agreement (hereinafter the "Agreement") are hereby amended by this instrument (hereinafter the "Amendment"), as follows

1. The attached Exhibit 6: Supplier-Managed After Sales Service and Repair Policy is hereby added to the Agreement as Exhibit 6A.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The terms of this Amendment shall supersede any inconsistent terms contained in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the date first written above. All signed copies of this Amendment shall be deemed originals. This Amendment is executed only in the English language.

VIEWSONIC CORPORATION

By (Signature) *James A. Morlan*
Name (Printed) James A. Morlan
Title CFO
Date 11.15.02

JEAN COMPANY

By (Signature) *Yao Chun Chen*
Name (Printed) Yao Chun Chen
Title Managing Director
Date 1.22.03



Jean_OEM_Amendment_11-15-02.doc

VS025202

EXHIBIT 6C: SUPPLIER-MANAGED AFTER SALES SERVICE AND REPAIR POLICY- Asia Pacific

ViewSonic Asia Pacific (VSAP) Service and Spare Parts Policy

1.0 Definitions

This Exhibit defines the policy terms and conditions between ViewSonic and the Supplier for the provision of after-sales service for ViewSonic Asia Pacific (VSAP) only. In the case of any different or conflicting terms between this Exhibit 6D and the terms of Exhibit 5, the terms of this Exhibit 6D control for Supplier-Managed after sales service and repair only. All other service repairs and spare parts policies are covered by the terms of Exhibit 5 unless specified otherwise.

2.0 Terms

- 2.1 This Exhibit will apply from the date of execution and will apply to all Products manufactured by Supplier that are returned to ViewSonic within the manufacture warranty period as stated in the original purchase warranty term or General Program Summary ("GPS"). This includes all installed base that ViewSonic has sold within the manufacturer warranty period.
- 2.2 For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge to VSAP or designated location to be used as a Return Material Authorization (hereinafter, "RMA") swap pool. Initial RMA Pool quantity is to be based on estimated field return ratio and sales forecast for six (6) months as agreed upon in the GPS in Exhibit 1. This pool size must meet ViewSonic's RMA usage for at least one month (ViewSonic will take goods directly from ViewSonic existing stock for RMA swap pool purposes and debit Supplier accordingly). The RMA quantity listed in the GPS in Exhibit 1 is based on Products being repaired in the local areas.
- 2.3 Supplier agrees to establish and maintain repair and after-sales services for the Products, either in Supplier's factory and/or its ASP, in all four of the VSAP regions: ViewSonic Australia ("VSAU"), ViewSonic China ("VSCN"), ViewSonic Japan ("VSJP") and ViewSonic Taiwan ("VSTW"). All activities provided for in this Exhibit will cover in-warranty and out of warranty repairs effected through highly skilled and qualified service centers authorized by Supplier, meeting all of ViewSonic's requirements and approved by ViewSonic in writing, or Supplier will provide service itself. ViewSonic reserves the right to perform repair and after-sales service by ViewSonic or ViewSonic's ASP.
- 2.4 Supplier will diligently supervise its own activities and the activities of Supplier's ASP and ensure, at all times, the high quality of the services, including but not limited to monitoring Supplier's own day-to-day management and that of Supplier's ASP. Supplier shall ensure that its ASP has access to needed spare parts and service information at all times. For new Products, Initial Guarantee Parts and service information will be

provided to VSI Quality & Service Department or designated location before the first shipment arrives, as outlined in Exhibit 5.

- 2.5 For warranty service and repair, Supplier will be directly responsible for all of its own costs as well as all costs charged by Supplier's ASP, including round trip delivery. For out-of-warranty repairs, ViewSonic will reimburse Supplier as stated in this Exhibit. Supplier will reimburse ViewSonic for service and repair provided by ViewSonic or ViewSonic's ASP. Supplier will reimburse ViewSonic monthly for any repairs done by ViewSonic or ViewSonic's authorized service provider at the rates stated in Exhibit 5.
- 2.6 ViewSonic will notify Supplier of the location, model and quantity of RMA units.
- 2.7 For local service repair, once the ViewSonic RMA number has been released, Supplier will arrange to collect such returned units from ViewSonic's facility once a day at Supplier's expense. Supplier will follow the process as outlined in Appendix K-VSI. Electronic interface requirements between Supplier's ASP and ViewSonic, as documented in Appendix L-VSI, must be strictly followed.
- 2.8 Supplier or Supplier's ASP will follow ViewSonic's shipping and receiving guidelines and comply at the same time with major freight companies' requirements in processing shipping damage claims. Rejected claims by the shipping company due to past due reporting will not be ViewSonic's responsibility. Supplier or Supplier's ASP will generate a Screening Report (Appendix M) and BER Report (Appendix N), within one (1) business day of receipt of the units at their site, that clearly indicate the number of units determined to be in each of the following categories:
 - ◆ Units with physical damage caused by user abuse or shipping damage.
 - ◆ Units determined to be Beyond Economical Repair (BER) due to physical damage to key components.
 - ◆ In or out of warranty status.
- 2.9 Units judged to be No Problem Found ("NPF") will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to ViewSonic's designated facility. If the total monthly NPF quantity exceeds ten percent (10%) of the total monthly RMA quantity, a handling charge of seven dollars (US\$7) per NPF unit will be invoiced to ViewSonic.
- 2.10 Units with physical damage and BER units which are confirmed as ViewSonic's responsibility, will be returned to ViewSonic "as is" or scrapped based on ViewSonic's written notification to Supplier within five (5) business days of receipt of Supplier's screening notice. If disposition notification is not sent by ViewSonic within the specified time, the units will be automatically returned to ViewSonic.
- 2.11 Upon completion of the screening, Supplier or its local ASP will repair the units with the service level stated in this Exhibit. From time to time, Supplier may return some or all of the units to its local or overseas manufacturing facilities for repair and refurbishment with ViewSonic's prior approval. This includes any verified hard failures, NPF, and physical damage.
- 2.12 For units repaired by Supplier or its ASP, Supplier will ensure that such units are repaired, cleaned, repackaged, and returned at Supplier's expense to ViewSonic's facilities within

three (3) business days for RMA repairs if serviced by VS recommended RMA repairs if serviced by VS recommended ASPs and four (4) business days for non-VS recommended ASPs. The Turn-Around-Time (TAT) stated above is from the day of supplier pick up to receipt of repaired RMA units at VSAP or VSAP's ASP. ViewSonic reserves the right to reject any repaired units returned past the maximum allowed time (TAT) for return, plus twenty-six (\$26.00) dollars handling/product depreciation charge, and the RMA Handling Charge as stated in Section 2.16. Supplier will have thirty (30) days to replace the rejected unit with a new unit. If the new replacement unit is not received within 30 days, ViewSonic will debit the Supplier for rejected RMA units and the additional handling charges on a monthly basis.

- 2.13 Where Supplier is unable to repair the Products in a timely manner and new Product is unavailable for any reason, ViewSonic will provide a Product upgrade replacement to its customers. Such replacement will be made at Supplier's expense at current FOB plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA Handling Charge as stated in Section 2.16.. Supplier will be notified in advance of such action.
- 2.14 All units repaired by Supplier must be cleaned, refurbished, comply with the most recent ECO implementation, meet "Service Inventory" (B) stock cosmetic and functional requirements, and include new accessory kits, polyfoam and packaging as necessary free of charge for all in-warranty units. Any repaired or refurbished units within the warranty period must be returned to the original ViewSonic location of pick up or elsewhere as instructed by ViewSonic.
- 2.15 ViewSonic will determine the method of shipment for all warranty replacements and customer-owned units to ViewSonic's customers directly, freight costs to be absorbed by ViewSonic.
- 2.16 At the end of each month, ViewSonic and Supplier will reconcile the RMA returns and inventory. An RMA handling charge, as stated below, will be debited to Supplier for RMA units confirmed as Supplier's responsibility.

ViewSonic Recommended ASP

RMA Handling	VSCN	VSTW	VSJP	VSAU
14" CRT Monitor	US\$15	US\$17	US\$27	US\$33
15" CRT Monitor	US\$15	US\$17	US\$27	US\$33
17" CRT Monitor	US\$18	US\$20	US\$30	US\$33
19" CRT Monitor	US\$18	US\$20	US\$30	US\$33
20-22" CRT Monitor	US\$18	US\$20	US\$30	US\$33
14"/15" LCD Monitor	US\$19	US\$20	US\$33	US\$33
17"/18" LCD Monitor	US\$19	US\$20	US\$33	US\$33
>18" LCD Monitor	US\$19	US\$20	US\$33	US\$33
Projectors	US\$28	N/A	N/A	N/A

Non-ViewSonic Recommended ASP

RMA Handling	VSCN	VSTW	VSJP	VSAU
14" CRT Monitor	US\$28	US\$22	US\$35	US\$41
15" CRT Monitor	US\$28	US\$22	US\$35	US\$41
17" CRT Monitor	US\$33	US\$26	US\$38	US\$41

19" CRT Monitor	US\$33	US\$26	US\$38	US\$41
20-22" CRT Monitor	US\$38	US\$26	US\$41	US\$41
14"/15" LCD Monitor	US\$26	US\$28	US\$41	US\$41
17"/18" LCD Monitor	US\$26	US\$28	US\$41	US\$41
>18" LCD Monitor	US\$32	US\$28	US\$41	US\$41
Projectors	N/A	N/A	N/A	US\$41

- 2.17 If Supplier chooses not to use a ViewSonic-recommended ASP, if any, in addition to the RMA handling charge stated in 2.16 ViewSonic will assess an added US\$10. Supplier will be responsible for the following setup fees for itself and any Supplier ASP:

One (1)-time set up fee of system linkage: \$75 per hour + out-of-pocket
 One (1)-time training fee: \$75 per hour + out-of-pocket
 Audit fee for qualifying Supplier's ASP: \$600 per audit + out-of-pocket

- 2.18 A monthly perpetual inventory report and a quarterly physical count are required. Any negative discrepancy from ViewSonic's record will be confirmed by both parties within 7 calendar days and will be debited to Supplier at the current FOB price plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA Handling Charge as stated in 2.16. From time to time, ViewSonic may request to audit the inventory record and physical count in Supplier and/or Supplier's ASP site, per the Accounting Auditor's request.

- 2.19 ViewSonic may choose or not to use Supplier or Supplier's ASP for out of warranty repair. In such cases, Supplier should provide parts price list to ViewSonic. Parts cost should not be more than 130% of Supplier's actual parts cost.

- 2.20 ViewSonic may, in its sole discretion, perform quality inspections on any repaired and/or refurbished units returned by Supplier or Supplier's ASP accordingly to the inspection criteria accepted by both parties, if there are any changes.

- 2.21 ViewSonic reserves the right to reject any units that fail to meet the Service Inventory Specs for cosmetic and functional standards as agreed upon between Supplier and ViewSonic. Units will be sampled by ViewSonic's Outgoing Quality Control (OQC) and Out of Box Audit (OBA) specification in accordance with the ANSI/ASQC Z1.4 - 1993 American National Standard Institute/American Society for Quality Control sampling plan, which is based on the now-obsolete US Government Inspection Plan defined in MIL-STD-105E. The sample quantity for this OQC/OBA inspection process will be as stated herein. OBA will be done either at the facilities of Supplier or Supplier's ASP, or at ViewSonic sites. Supplier has the right to verify any reported rejects within three (3) business days of the reject being reported and to arrange collection, but if Supplier fails to do so, then ViewSonic will return all units to Supplier or Supplier's authorized service center at Supplier's expense.

- 2.22 In the event that Supplier fails to establish and maintain repair and after-sales services for the Products (either in Supplier's factory and/or its ASP) in any of the four VSAP regions (VSAU, "VSCN", "VSJP" and "VSTW") ViewSonic reserves the right to exclusively assume the rights to establish and maintain repair and after-sales services for the Products in any or all of the four regions -- even in those regions for which Supplier has established and is maintaining its own ASP -- and charge Supplier for repair reimbursement as per the rates set forth in Exhibit 5.

JM

- 2.23 The warranty of all repaired is (12) months with the same defect or symptom, if the same unit is returned to VS within the TAT, and 39 months if a different unit returned to VS with like new conditions, from the date of repair/refurbish or the remaining balance of the any original warranty period, whichever is longer.
- 2.24 RMA units not meeting Service Inventory Specs requirements, are BER, or that exceed the maximum allowed repair turn around time, will be scrapped by Supplier. Supplier will be debited for the unit at current FOB price plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA handling charge as stated in Section 2.16. Such units cannot be sold with any reference to ViewSonic brands, including but not limited to the Product, its packaging or any sales and marketing materials.
- 2.25 Supplier will provide daily reports of Product repairs using ViewSonic's Repair & Defect Code Handbook (see enclosed document), service quality ("B" grade), and inventory status data to ViewSonic.
- 2.26 Supplier will reimburse ViewSonic for any DOA verified by ViewSonic, ViewSonic ASP or supplier's ASP, at the current FOB price plus twenty-three (\$23.00) dollars handling charge for VSCN and VSTW, and twenty-six (\$26.00) dollars handling charge for VSJP and VSAU, and the RMA Handling Charge as stated in section 2.16 and transportation cost between Jean's ASP, ViewSonic or ViewSonic's ASP and ViewSonic customers (total 4 ways). Supplier has 30 calendar days to pick up the DOA units or will be disposed at ViewSonic's sole discretion.
- 3.0 Service by ViewSonic or ViewSonic's ASP
- 3.1 When Supplier-directed repair and service is not feasible, Supplier will reimburse ViewSonic monthly for any repairs done by ViewSonic or ViewSonic's authorized service provider at the rates stated in Exhibit 5. If requested by Supplier, ViewSonic will return defective any module or LCD panel at Supplier's cost.
- 4.0 Spare Parts supply
- 4.1 Supplier will keep a minimum of one hundred (100) sets of the original carton and foam in either Supplier's factory or a Taiwan local parts center, at all times from MP release through two (2) year after EOL by Supplier. Supplier will provide the first one hundred (100) sets to ViewSonic free of charge. Supplier will ship these packaging materials to ViewSonic within forty-eight (48) hours of ViewSonic's request.
- 4.2 Supplier will provide a minimum quantity of Initial Parts Kit to each region of VSAP (VSCN/VSTW/VSAU/VSJP) as shown below for each new model from factory or a Taiwan local parts center after MP release:

All CRT Products:	100 sets
14" LCD:	100 sets
15" LCD:	100 sets
17"/17.5" LCD:	100 sets
18"/19" LCD:	100 sets
20" LCD & above:	30 sets
Projector:	30 sets

- 4.3 Supplier will provide all parts to ViewSonic free of charge. Supplier will ship out the Initial Parts Kit to VSAP or designated location within three (3) days of initial order and via freight pre-paid.
- 4.4 For units being repaired by ViewSonic and ViewSonic's ASPs, the necessary parts will be ordered from the Supplier, Supplier's ASP, parts center, or other Supplier-approved sources. ViewSonic will issue purchase orders for Parts as previously stated, either directly or through its ASPs. Supplier, Supplier's ASP or its parts center will maintain parts inventory in sufficient quantity to meet the contractual time requirements.
- 4.5 Supplier will provide free accessories and cosmetic parts for any urgent requirements from ViewSonic's request, within forty-eight (48) hours of ViewSonic's request.
- 4.6 Parts to be delivered by ViewSonic's designated carrier for collect shipments. A shipping label will be applied on each carton with ViewSonic's P.O. number and addressed to the attention "Parts Department". A packing-list is to be sealed in an envelope addressed to Attention Parts Department, glued to one of the cartons per shipment with the following information:
- ViewSonic P.O. number
 - ViewSonic part number
 - Supplier part number
 - Quantity

Each Part will be identified on the Part itself with both ViewSonic's and Supplier's Part number. Each Part will also be bar coded with the ViewSonic Part number using code 39 format. All Parts must be packaged to ViewSonic's Parts packaging specifications. See enclosed document.

- 4.7 The warranty for Parts is one (1) year from the date of shipment. The warranty for projector lamps is three (3) months from the date of shipment. Supplier must notify ViewSonic and ViewSonic's third party service providers when any Product or Part is to be discontinued and allow a last time buy and forecast opportunity. Supplier will send written notification sixty (60) days prior to discontinuing any Part. ViewSonic will reply within thirty (30) days of receipt of the notification.
- 4.8 Supplier will supply parts for each Product for a period of time as set forth below based on the last production date of the Product.
- Packaging and printed materials – two (2) year
 - Molded parts – three (3) years
 - All other Parts – seven (7) years

5.0 Non-compliance

5.1 Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic may, at its sole option, replace the defective units with new units. Notification will be sent to Supplier upon such action. ViewSonic will deduct from any outstanding Supplier invoices, the current landed price (FOB, freight, import duty and custom fee if any) plus the appropriate handling charge as stated in Section 2.16. If requested by Supplier, any returns of defective units will be shipped by freight collect.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement as of the date first above written.

ViewSonic Corporation

Signature

James A. Marlan

Printed Name

CFO

Title

5-28-03

Date

Jean Company

Signature

YAO CHUN CHEN

Printed Name

MANAGING DIRECTOR

Title

2003.5.1

Date



EXHIBIT 6D: SUPPLIER-MANAGED AFTER SALES SERVICE AND REPAIR POLICY- China

This Exhibit defines the policy between ViewSonic and the Supplier for the provision of after-sales service for the various ViewSonic Regional entities. In the case of any different or conflicting terms between this Exhibit 6 and the terms of Exhibit 5, the terms of this section in Exhibit 6 control for each region as indicated. ViewSonic reserves the right to expand this Exhibit to cover other regions in the future.

ViewSonic China (VSCN) Service and Spare Parts Policy

1.0 Definitions

This Section defines the policy between ViewSonic and the Supplier for the provision of after-sales service for ViewSonic China (VSCN) only. In the case of any different or conflicting terms between this Section of Exhibit 6 and the terms of Exhibit 5, the terms of this Section control for VSCN only.

2.0 Terms

- 2.1 This Exhibit will apply from the date of execution and will apply to all Products manufactured by Supplier that are returned to ViewSonic within the manufacture warranty period as stated in the original purchase warranty term or General Program Summary ("GPS"). This includes all installed base that ViewSonic has sold within the manufacturer warranty period.
- 2.2 For each new model purchased from Supplier by ViewSonic, Supplier will provide a quantity of units free of charge to VSCN or designated location to be used as a Return Material Authorization (hereinafter, "RMA") swap pool. Initial RMA Pool quantity is to be based on estimated field return ratio and sales forecast for six (6) months as agreed upon in the GPS in Exhibit 1. This pool size must meet ViewSonic's RMA usage for at least one month (ViewSonic will take goods directly from ViewSonic existing stock for RMA swap pool purposes and debit Supplier accordingly). The RMA quantity listed in the GPS in Exhibit 1 is based on Products being repaired in the local areas.
- 2.3 Supplier agrees to establish and maintain repair and after-sales services for the Products in Supplier's factory or its ASP. All activities provided for in this Exhibit will cover in-warranty and out of warranty repairs effected through highly skilled and qualified service centers authorized by Supplier, meeting all of ViewSonic's requirements and approved by ViewSonic in writing, or Supplier will provide service itself. ViewSonic reserves the right to perform repair and after-sales service by ViewSonic or ViewSonic's ASP.
- 2.4 Supplier will diligently supervise its own activities and the activities of Supplier's ASP and ensure, at all times, the high quality of the services, including but not limited to monitoring Supplier's own day-to-day management and that of Supplier's ASP. Supplier shall ensure that its ASP has access to needed spare parts and service information at all times. For new Products, Initial Guarantee Parts and service information will be

provided to VSI Quality & Service Department or designated location before the first shipment arrives, as outlined in Exhibit 5.

- 2.5 For warranty service and repair, Supplier will be directly responsible for all of its own costs as well as all costs charged by Supplier's ASP, including round trip delivery. For out-of-warranty repairs, ViewSonic will reimburse Supplier as stated in this Exhibit. Supplier will reimburse ViewSonic for service and repair provided by ViewSonic or ViewSonic's ASP. Supplier will reimburse ViewSonic monthly for any repairs done by ViewSonic or ViewSonic's authorized service provider at the rates stated in Exhibit 5.
- 2.6 ViewSonic will notify Supplier of the location, model and quantity of RMA units.
- 2.7 For local service repair, once the ViewSonic RMA number has been released, Supplier will arrange to collect such returned units from ViewSonic's facility once a day at Supplier's expense. Supplier will follow the process as outlined in Appendix K-VSI. Electronic interface requirements between Supplier's ASP and ViewSonic, as documented in Appendix L-VSI, must be strictly followed.
- 2.8 Supplier or Supplier's ASP will follow ViewSonic's shipping and receiving guidelines and comply at the same time with major freight companies' requirements in processing shipping damage claims. Rejected claims by the shipping company due to past due reporting will not be ViewSonic's responsibility. Supplier or Supplier's ASP will generate a Screening Report (Appendix M) and BER Report (Appendix N), within one (1) business day of receipt of the units at their site, that clearly indicate the number of units determined to be in each of the following categories:
 - ◆ Units with physical damage caused by user abuse or shipping damage.
 - ◆ Units determined to be Beyond Economical Repair (BER) due to physical damage to key components.
 - ◆ In or out of warranty status.
- 2.9 Units judged to be No Problem Found ("NPF") will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to ViewSonic's designated facility. If the total monthly NPF quantity exceeds one percent (1%) of the total monthly RMA quantity, a handling charge of five dollars (US\$5) per NPF unit will be invoiced to ViewSonic.
- 2.10 Units with physical damage and BER units which are confirmed as ViewSonic's responsibility, will be returned to ViewSonic "as is" or scrapped based on ViewSonic's written notification to Supplier within five (5) business days of receipt of Supplier's screening notice. If disposition notification is not sent by ViewSonic within the specified time, the units will be automatically returned to ViewSonic.
- 2.11 Upon completion of the screening, Supplier or its local ASP will repair the units with the service level stated in this Exhibit. From time to time, Supplier may return some or all of the units to its local or overseas manufacturing facilities for repair and refurbishment with ViewSonic's prior approval. This includes any verified hard failures, NPF, and physical damage.
- 2.12 For units repaired by Supplier or its ASP, Supplier will ensure that such units are repaired, cleaned, repackaged, and returned at Supplier's expense to ViewSonic's facilities within three (3) business days for RMA repairs if serviced by VS recommended RMA repairs if

served by VS recommended ASPs and four (4) business days for non-VS recommended ASPs. The Turn-Around-Time (TAT) stated above is from the day of supplier pick up to receipt of repaired RMA units at VSCN or VSCN's ASP. ViewSonic reserves the right to reject any repaired units returned past the maximum allowed time (TAT) for return, plus twenty-six (\$26.00) dollars handling/product depreciation charge, and the RMA Handling Charge as stated in Section 2.16. Supplier will have thirty (30) days to replace the rejected unit with a new unit. If the new replacement unit is not received within 30 days, ViewSonic will debit the Supplier for rejected RMA units and the additional handling charges on a monthly basis.

- 2.13 Where Supplier is unable to repair the Products in a timely manner and new Product is unavailable for any reason, ViewSonic will provide a Product upgrade replacement to its customers. Such replacement will be made at Supplier's expense at current FOB plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA Handling Charge as stated in Section 2.16.. Supplier will be notified in advance of such action.
- 2.14 All units repaired by Supplier must be cleaned, refurbished, comply with the most recent ECO implementation, meet "Service Inventory" (B) stock cosmetic and functional requirements, and include new accessory kits, polyfoam and packaging as necessary free of charge for all in-warranty units. Any repaired or refurbished units within the warranty period must be returned to the original ViewSonic location of pick up or elsewhere as instructed by ViewSonic.
- 2.15 ViewSonic will determine the method of shipment for all warranty replacements and customer-owned units to ViewSonic's customers directly, freight costs to be absorbed by ViewSonic.
- 2.16 At the end of each month, ViewSonic and Supplier will reconcile the RMA returns and inventory. An RMA handling charge, as stated below, will be debited to Supplier for RMA units confirmed as Supplier's responsibility.

RMA Handling Charge	VSCN
14" CRT Monitor	US\$15
15" CRT Monitor	US\$15
17" CRT Monitor	US\$18
19" CRT Monitor	US\$18
20-22" CRT Monitor	US\$18
14"/15" LCD Monitor	US\$19
17"/18" LCD Monitor	US\$19
>18" LCD Monitor	US\$19
Projectors	US\$28

- 2.17 If Supplier chooses not to use a ViewSonic-recommended ASP, if any, in addition to the RMA handling charge stated in 2.16 ViewSonic will assess an added US\$10. Supplier will be responsible for the following setup fees for itself and any Supplier ASP:
- | | |
|--|---------------------------------|
| One (1)-time set up fee of system linkage: | \$75 per hour + out-of-pocket |
| One (1)-time training fee: | \$75 per hour + out-of-pocket |
| Audit fee for qualifying Supplier's ASP: | \$600 per audit + out-of-pocket |
- 2.18 A monthly perpetual inventory report and a quarterly physical count are required. Any negative discrepancy from ViewSonic's record will be confirmed by both parties within 7

calendar days and will be debited to Supplier at the current FOB price plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA Handling Charge as stated in 2.16. From time to time, ViewSonic may request to audit the inventory record and physical count in Supplier and/or Supplier's ASP site, per the Accounting Auditor's request.

- 2.19 ViewSonic may choose or not to use Supplier or Supplier's ASP for out of warranty repair. In such cases, Supplier should provide parts price list to ViewSonic. Parts cost should not be more than 130% of Supplier's actual parts cost.
- 2.20 ViewSonic may, in its sole discretion, perform quality inspections on any repaired and/or refurbished units returned by Supplier or Supplier's ASP accordingly to the inspection criteria accepted by both parties, if there are any changes.
- 2.21 ViewSonic reserves the right to reject any units that fail to meet the Service Inventory Specs for cosmetic and functional standards as agreed upon between Supplier and ViewSonic. Units will be sampled by ViewSonic's Outgoing Quality Control (OQC) and Out of Box Audit (OBA) specification in accordance with the ANSI/ASQC Z1.4 - 1993 American National Standard Institute/American Society for Quality Control sampling plan, which is based on the now-obsolete US Government Inspection Plan defined in MIL-STD-105E. The sample quantity for this OQC/OBA inspection process will be as stated herein. OBA will be done either at the facilities of Supplier or Supplier's ASP, or at ViewSonic sites. Supplier has the right to verify any reported rejects within three (3) business days of the reject being reported and to arrange collection, but if Supplier fails to do so, then ViewSonic will return all units to Supplier or Supplier's authorized service center at Supplier's expense.
- 2.22 This paragraph is intentionally left blank.
- 2.23 The warranty of all repaired is (12) months with the same defect or symptom, if the same unit is returned to VS within the TAT, and 39 months if a different unit returned to VS with like new conditions, from the date of repair/refurbish or the remaining balance of the any original warranty period, whichever is longer.
- 2.24 RMA units not meeting Service Inventory Specs requirements, are BER, or that exceed the maximum allowed repair turn around time, will be scrapped by Supplier. Supplier will be debited for the unit at current FOB price plus twenty-six (\$26.00) dollars handling charge (freight, import duty and custom fee if any), and the RMA handling charge as stated in Section 2.16. Such units cannot be sold with any reference to ViewSonic brands, including but not limited to the Product, its packaging or any sales and marketing materials.
- 2.25 Supplier will provide daily reports of Product repairs using ViewSonic's Repair & Defect Code Handbook (see enclosed document), service quality ("B" grade), and inventory status data to ViewSonic.
- 2.26 Supplier will reimburse ViewSonic for any DOA verified by ViewSonic, ViewSonic ASP or supplier's ASP, at the current FOB price plus twenty-six (\$26.00) dollars handling charge (e.g. freight, import duty and custom fee if any) and the RMA Handling Charge as stated in section 2.16 and transportation cost between Jean's ASP, ViewSonic or ViewSonic's ASP and ViewSonic customers (total 4 ways). Supplier has 30 calendar days to pick up the DOA units or will be disposed at ViewSonic's sole discretion.

3.0 Service by ViewSonic or ViewSonic's ASP

- 3.1 When Supplier-directed repair and service is not feasible, Supplier will reimburse ViewSonic monthly for any repairs done by ViewSonic or ViewSonic's authorized service provider at the rates stated in Exhibit 5. If requested by Supplier, ViewSonic will return defective any module or LCD panel at Supplier's cost.

4.0 Spare Parts supply

- 4.1 Supplier will keep a minimum of one hundred (100) sets of the original carton and foam in either Supplier's factory or a Taiwan local parts center, at all times from MP release through two (2) year after EOL by Supplier. Supplier will provide the first one hundred (100) sets to ViewSonic free of charge. Supplier will ship these packaging materials to ViewSonic within forty-eight (48) hours of ViewSonic's request.

- 4.2 Supplier will provide a minimum quantity of Initial Parts Kit as shown below for each new model from factory or a Taiwan local parts center after MP release:

All CRT Products:	50 sets
14" LCD:	50 sets
15" LCD:	50 sets
17"/17.5" LCD:	50 sets
18"/19" LCD:	50 sets
20" LCD & above:	10 sets
Projector:	10 sets

- 4.3 Supplier will provide all parts to ViewSonic free of charge. Supplier will ship out the Initial Parts Kit to VSCN or designated location within three (3) days of initial order and via freight pre-paid.
- 4.4 For units being repaired by ViewSonic and ViewSonic's ASPs, the necessary parts will be ordered from the Supplier, Supplier's ASP, parts center, or other Supplier-approved sources. ViewSonic will issue purchase orders for Parts as previously stated, either directly or through its ASPs. Supplier, Supplier's ASP or its parts center will maintain parts inventory in sufficient quantity to meet the contractual time requirements.
- 4.5 Supplier will provide free accessories and cosmetic parts for any urgent requirements from ViewSonic's request, within forty-eight (48) hours of ViewSonic's request.
- 4.6 Parts to be delivered by ViewSonic's designated carrier for collect shipments. A shipping label will be applied on each carton with ViewSonic's P.O. number and addressed to the attention "Parts Department". A packing-list is to be sealed in an envelope addressed to Attention Parts Department, glued to one of the cartons per shipment with the following information:
- ViewSonic P.O. number
 - ViewSonic part number
 - Supplier part number
 - Quantity

Each Part will be identified on the Part itself with both ViewSonic's and Supplier's Part number. Each Part will also be bar coded with the ViewSonic Part number using code 39

format. All Parts must be packaged to ViewSonic's Parts packaging specifications. See enclosed document.

- 4.7 The warranty for Parts is one (1) year from the date of shipment. The warranty for projector lamps is three (3) months from the date of shipment. Supplier must notify ViewSonic and ViewSonic's third party service providers when any Product or Part is to be discontinued and allow a last time buy and forecast opportunity. Supplier will send written notification sixty (60) days prior to discontinuing any Part. ViewSonic will reply within thirty (30) days of receipt of the notification.
- 4.8 Supplier will supply parts for each Product for a period of time as set forth below based on the last production date of the Product.
- Packaging and printed materials – two (2) year
 - Molded parts – three (3) years
 - All other Parts – seven (7) years

5.0 Non-compliance

5.1 Where any failure to comply with the terms of this Exhibit results in ViewSonic's inability to or delay in servicing its customers, ViewSonic may, at its sole option, replace the defective units with new units. Notification will be sent to Supplier upon such action. ViewSonic will deduct from any outstanding Supplier invoices, the current landed price (FOB, freight, import duty and custom fee if any) plus the appropriate handling charge as stated in Section 2.16. If requested by Supplier, any returns of defective units will be shipped by freight collect.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement as of the date first above written.

ViewSonic Corporation

Signature

Printed Name

Title

Date

Jean Company

Signature

Printed Name

Title Managing Director

Date

2002-12-17

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

EXHIBIT 7: LOGO LICENSE AGREEMENT

This Logo License Agreement (hereinafter, "License") is made and entered into by and between ViewSonic Corporation, a Delaware corporation, with its principal place of business at 381 Brea Canyon Road, Walnut, California 91789 (hereinafter, "ViewSonic") and **SUPPLIER**, with its principal place of business at **SUPPLIER ADDRESS** (hereinafter, "Licensee").

Recitals

WHEREAS, ViewSonic owns good and valuable trademarks, copyrights and logos; and

WHEREAS, Licensee and ViewSonic have simultaneously executed a contract for manufacturing services (hereinafter, "OEM Agreement");

AND WHEREAS, in fulfillment of said contract, Licensee is required to use ViewSonic's trademarks, copyrights and logos in accordance with ViewSonic's terms and conditions as set forth below;

NOW THEREFORE, the parties hereby agree as follows:

1. For the purposes of this License, the following terms shall have the following meanings:
 - 1.1 "Logos" mean the logos and trademarks listed in Exhibit A, as attached hereto and hereby incorporated herein by this reference.
 - 1.2 "Purpose" means the permitted use of the Logos as stated in Exhibit A.
 - 1.3 "Territory" shall be worldwide.
 - 1.4 "Effective Date" means the date the last signatory to the License signs the License and shall be the date upon which the License takes effect.
2. ViewSonic hereby grants to Licensee a non-exclusive, non-transferrable, royalty-free, personal right to use the Logos within the Territory solely for the Purpose, subject to and expressly conditioned upon compliance with the terms and conditions stated herein. Licensee may not use or reproduce the Logos in any manner whatsoever other than for the Purpose.
3. Licensee agrees and acknowledges that ViewSonic retains all rights, title and interest in and to the Logos.
4. Licensee represents and warrants that it will use the Logos solely as provided in this License and will not use the Logos for goods or products other than in fulfillment of ViewSonic's manufacturing requirements.
5. The license granted herein is personal to Licensee and Licensee shall not assign, transfer or sublicense this License (or any right granted herein) in any manner without ViewSonic's prior written consent. Notwithstanding the foregoing, Licensee may contract with third parties to create the materials required for manufacture of ViewSonic brand products under the terms of this license. Such contract will not confer any right or license to use the Logos except in fulfillment of purchase orders placed by Licensee.
6. Licensee shall employ best efforts to use the Logos in a manner that does not derogate from ViewSonic's rights in the Logos and will take no action that will interfere with or diminish ViewSonic's rights in the Logos. Licensee will not adopt, use or register any corporate name, trade name, trademark, domain name, service mark or certification mark or other designation similar to, or containing in whole or in part, the Logos.
7. ViewSonic agrees to indemnify and defend Licensee from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees), and pay the amount of any adverse final judgment (or settlement to which both parties consent) resulting from third party claims that the Logos infringe any trademark rights of such third party in the Territory, provided that ViewSonic is notified promptly in writing of the claim and has sole control over its defense or settlement, and Licensee provides commercially reasonable assistance in the defense of the same.
8. In the event ViewSonic receives information concerning an intellectual property infringement claim related to the Logos, ViewSonic may at its expense, without obligation to do so, either procure for Licensee the right to continue to distribute the alleged infringing Logo, or replace or modify the Logo to make it non-infringing. Licensee shall thereupon cease distribution of the alleged infringing Logo.
9. ViewSonic will have no liability for any intellectual

Licensee shall have no rights in the Logos except as expressly granted in this License.

Supplier [Signature]; ViewSonic [Signature]

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

property infringement claim based on Licensee's manufacture, distribution or use of the Logo after ViewSonic's notice that Licensee should cease use of such Logo due to such a claim and Licensee agrees to indemnify and defend ViewSonic from and against all damages, costs and expenses, including reasonable attorneys' fees arising from such continued use.

10. EXECPT AS PART OF A THIRD PARTY DAMAGE CLAIM FOR WHICH VIEWSONIC IS OBLIGATED TO INDEMNIFY LICENSEE, VIEWSONIC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S USE OF THE LOGOS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VIEWSONIC BE LIABLE FOR ANY DAMAGES FOR LICENSEE'S USE OF THE LOGOS IN VIOLATION OF THE TERMS AND CONDITIONS OF THIS LICENSE.
11. Licensee will promptly notify ViewSonic of any suspected infringement of or challenge to the Logos or any of its constituent elements.
12. The term of this License shall run concurrent with the OEM Agreement. Termination or expiration of the OEM Agreement will automatically terminate this License and all rights granted herein. In addition, ViewSonic may terminate this License with or without cause upon thirty (30) days prior written notice.
13. Immediately upon termination, Licensee will cease using Logos and will return to ViewSonic any materials in Licensee's possession that may have been provided by ViewSonic to assist Licensee in producing the materials.
14. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given immediately upon personal delivery, immediately upon receipt when sent via any nationally recognized overnight carrier and evidenced by proof of delivery, or five (5) days after deposit in the United States Mail, by certified mail, postage prepaid, duly addressed to the party at the address indicated below, or at such other address as such party may designate with ten (10) days advance written notice to the other party.

ViewSonic: ViewSonic Corporation

Address: 381 Brea Canyon Road
Walnut, California 91789
Contact: General Counsel
Telephone: (909) 444-8881
Fax: (909) 468-0300

Company: SUPPLIER
Address: ADDRESS
CITY, STATE, ZIP
COUNTRY
Contact: CONTACT NAME
Telephone: PHONE
Fax: FAX

15. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of choice of law rules. Both parties agree to submit exclusively to the personal jurisdiction of the applicable Federal or State court in Los Angeles County, California.
16. In the event of any litigation between the parties hereto arising out of the obligations of the parties under this Agreement, or concerning the meaning or interpretation of any provision contained herein, the non-prevailing party shall pay the prevailing party's cost and expenses in such litigation, including, without limitation, court costs, reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this License and to survive and not be merged into any such judgment.
17. Licensee acknowledges that a breach by Licensee of this License may cause ViewSonic irreparable damage and may also constitute infringement of the Logos. In the event of any such breach, ViewSonic shall be entitled to injunctive relief in addition to any other legal or equitable remedies.
18. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.
19. Any provisions in this Agreement which are found to be prohibited by law or otherwise held invalid shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

Supplier ViewSonic

ViewSonic Confidential

OEM Agreement, V8.0

July 25, 2001

20. This License will not be construed as creating a partnership, joint venture or agency relationship between the parties.
21. This License shall not be deemed an amendment or modification to any term of the OEM Agreement. The License is an Exhibit to the OEM Agreement and constitutes a part thereof as though fully set forth in the OEM Agreement.
22. Notwithstanding the termination or expiration of the term of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive, including, without limiting the foregoing, the following provisions: 3, 7, 9, 10, 13, 14, 15, 16, 17, 19.
23. This License, including all Exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous written or oral communications or agreements between the parties hereto respecting the subject matter hereof. In addition,

no amendment or modification to this Agreement shall be valid unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement.

For ViewSonic Corporation

Signature: 

Name: ~~John Morris~~ James A. Morahan

Title: ~~Vice President Sourcing~~ CFO

Date: _____

For Licensee:

Signature: _____

Name: _____

Title: _____

Date: _____

Supplier  ViewSonic 

ViewSonic Confidential

OEM Agreement, V7.8

July 18, 2001

Exhibit A

PERMITTED USE

Licensee may use the Logos only on ViewSonic-branded product and accompanying packaging and documentation, including cartons, ID labels and Users' Guides, under the terms of the OEM Agreement in quantities sufficient to fulfill purchase orders submitted by ViewSonic.

VIEWSONIC TRADEMARKS

The following are the permitted trademarks:

3-birds logo®
Optiquest®
ViewSonic®
ViewSonic & Birds®

ViewSonic Confidential

OEM Agreement, V7.8

July 18, 2001

EXHIBIT 8: REWARDS AND PENALTIES

This OEM Agreement as set above is intended to provide performance guidelines of business practices between ViewSonic and our suppliers for building a long-term business relationship. The goals are to shorten "time-to-market" for Products while maintaining the highest volume and distribution flexibility, achieve continuous cost reduction, and to attain specific quality goals with ongoing quality improvement.

It is ViewSonic's philosophy to reward successful suppliers for their support in meeting ViewSonic's goals and standards. To protect ViewSonic and our successful suppliers' interest in a fair and equitable way, non-performing Suppliers will be charged for their non-compliance to cover extra costs incurred by ViewSonic.

The rewards and penalties provision of this Agreement is separated into 3 categories:

1.0 Supplier Achievement Review**1.1 Scope**

A Supplier review process will be conducted on a quarterly basis to provide more timely performance feedback to Supplier. The review is focused on the tactical aspect of the Supplier performance, such as the operational non-compliance to the OEM agreement. Its main goal is to drive for process improvement activities in all key performance areas including, but not limited to, Business, Quality and Service.

In addition to the quarterly review, a more comprehensive strategic Supplier Achievement Review will be conducted annually. The purpose of this review is to summarize Supplier's performance over the entire year not only in all performance areas, but also Supplier's strategic capabilities, such as the component linkage, industry relationships, etc. which are not included in the quarterly reviews.

Below is the performance review rating scheme:

<u>Area</u>	<u>Quarter/Annual Review</u>	<u>Maximum Score</u>	<u>Passing Score</u>
Business	Both	100	75
Quality	Both	100	75
Service	Both	100	75
Strategic	Annual	100	75
Overall*	Both	100	75

* The overall score will be weighed against all areas. A letter grade will be given as follow:

> 94	A
90 - 94	A-
85 - 89	B
80 - 84	B-
75 - 79	C
70 - 74	C-
< 70	F

1.2 Rewards

ViewSonic Confidential

OEM Agreement, V7.8

July 18, 2001

Quarterly Rewards:

Three (3) levels of rewards will be granted in the Quarterly Supplier Achievement Review:

- a. A "Supplier Excellence Award" will be given if the following are all met:
 - Rated the top two (2) performers overall, AND
 - Grade B and above in the overall rating, AND
 - No individual area scored less than 80 points.
- b. An additional gesture of appreciation will be given if the top two (2) suppliers scored 90 points or Grade A- and above.
- c. A "Presidential Award" will be given by the President of ViewSonic if the same supplier(s) maintained the performance stated in a) and b) above for two (2) consecutive quarters.

Annual Rewards:

Two (2) categories of rewards will be granted in the Annual Supplier Achievement Review:

- a. The top two (2) performers rated overall with Grade B and above, and no individual area scored less than 80 points:
 - Will be recognized as a "Preferred ViewSonic Supplier".
 - A celebration event, with top management participation from both companies, will be held.
 - The first right of refusal for new products may be awarded.
 - New programs and/or business volume may also be awarded.
- b. Supplier(s) who achieved substantial improvement over the year:
 - A "Most Improved Ranking" award will be awarded.
 - A discount or waiver of certain penalties on the applicable subject area of improvement stated in this OEM Agreement may also be granted.
 - A token of appreciation will be given to the contributing staff of the supplier.

1.3 Penalties**Quarterly Penalties:**

Penalties will be assessed in three (3) levels, based on the severity and impact of performance deficiency as identified in the Quarterly Supplier Achievement Review:

- a. Score-driven:
 - Overall grading below B-
A written warning with specific, measurable corrective actions will be given.
 - Overall grading below C
Supplier will be placed on probation. Any new program award will require special review and approval from ViewSonic management, and with Supplier's Executive commitment for improvement.
 - Overall grading below C-:
Business is highly probable to be terminated as soon as applicable, decided by ViewSonic.
- b. Business Impact to ViewSonic:
 - Minor impact: Performance non-compliance caused inefficiency without severe loss of revenue will warrant a written warning from ViewSonic. Specific corrective actions will be given.
 - Medium Impact: Performance non-compliance resulted in additional direct costs, except business loss, will place the Supplier on probation. Any new program award will require special review and approval from ViewSonic management, and with Supplier's Executive commitment for improvement. Supplier will also reimburse ViewSonic for the incurred cost.
 - Major Impact: Performance non-compliance involves severe business and profit loss, brand damage or legal liability to ViewSonic may result in business termination. Supplier will be liable for the incurred cost.

Supplier  ViewSonic 

ViewSonic Confidential

OEM Agreement, V7.8

July 18, 2001

c. Duration of non-compliance:

Supplier is strongly encouraged to improve their deficient performance identified in the Quarterly Supplier Achievement Review within one quarter. Should the same non-compliance level continue or decline for two (2) consecutive quarters, supplier status may be shifted from warning, to probation and finally to business termination. An executive review on the business partnership between Supplier and ViewSonic will be required.

In addition to the penalties outlined above, a Process Improvement Program may also be set up with Supplier, as detailed in section 2.0 below.

Annual Penalties:

ViewSonic's goal is to work with suppliers on improvement areas on a timely basis. Quarterly review and its penalty provisions are some of the tools that we may employ. An annual penalty is not applicable should timely measures be implemented and demonstrated during the year.

2.0 Process Improvement Program**2.1 Scope**

Like the Supplier Achievement Review, this program also follows compliance to the OEM agreement for Supplier performance evaluation. Unlike the Supplier Achievement Review which measures the overall performance, the goal for this program is to identify the improvement opportunities at the process level based on the review result, and make corrective actions to meet the specific goal within the required timeline. This program can also be generated through non-performance in day-to-day operations, such as service and warranty processes.

For example, if a supplier scores less than 75 on one individual area in the Supplier Achievement Review, while other areas scored higher, it is still considered non-compliance because the pass score is not achieved. The non-passing area will be immediately identified for the Process Improvement Program within the timeline required.

Another example for this program is when a high epidemic defect rate is resulted from a breakdown in Supplier's manufacturing process, a Process Improvement Program will be immediately set-up for the Supplier with specific target and timeframe.

Once the program is set-up, Supplier will have thirty (30) days to provide the corrective action plan for the process improvement identified, and ninety (90) days to demonstrate the improvement result, unless otherwise mutually agreed upon.



2.2 Rewards

- a. Normal business will continue if required improvement is demonstrated. Additional business may be granted if continuous quarterly improvements are made.

2.3 Penalties

The following penalties will apply if the specific goal of the Process Improvement Program is not met timely:

- a. Supplier to reimburse all the direct cost associated with the problem area.
- b. A designated amount of monetary penalty (e.g. 20% additional charge over direct costs) may be applied.
- c. Supplier will be placed on probation. Any new program award will require special review and approval from

Supplier  ViewSonic 

ViewSonic Confidential

OEM Agreement, V7.8

July 18, 2001

ViewSonic management, and with Supplier's Executive commitment for improvement.

- d. If non-performance as identified by the specific Process Improvement Program continues for more than one hundred and eighty (180) calendar days, business is highly probable to be terminated as soon as applicable, decided by ViewSonic.

3.0 Special Projects

3.1 Scope

From time to time, ViewSonic will have specific project, program, or performance objectives that require Supplier's support, such as achieving a very aggressive product development timeline or product delivery schedule. These requirements are usually beyond the standard expectation for the Supplier. To provide additional incentive for Supplier to meet and/or exceed these event-driven objectives, a reward and penalty scheme will be mutually pre-agreed.

For example, when a project is awarded to Supplier with extremely aggressive schedule to meet the market requirement, a special program can be set up with monetary rewards and penalties for the Supplier if exceeding or missing the agreed target deadline.

This program also enables ViewSonic and the Supplier to share the industry recognition of producing an award-winning product.

3.2 Rewards

If mutually pre-agreed goal is achieved or exceeded:

- a. A designated amount of monetary reward will be rewarded.
- b. Based on ViewSonic's discretion, a gesture of appreciation will be awarded to the Supplier who manufactured the most award-winning products or superb industry publication reviews over a defined time frame.

3.3 Penalties

If a mutually pre-agreed goal cannot be achieved:

- a. A designated amount of monetary penalty will be applied.

4.0 Summary

The above reward and penalty scheme will be administered, in addition to the terms and conditions set in the rest of this Agreement, throughout all functional areas and escalated to executive level with Supplier. Supplier is encouraged to exercising its utmost effort in each program, striving for continuous improvement, and achieving a long-term and successful business relationship with ViewSonic.

AMENDMENT 1 TO OEM AGREEMENT

THIS AMENDMENT 1 (hereinafter, "Amendment") is made as of the 1st day of February, 2002, by and between ViewSonic Corporation with its offices located at 381 Brea Canyon Road, Walnut, CA 91789 ("ViewSonic") and Jean Company, Ltd. with offices located at 7F, 2, Rei Kuang Road, Nei Hu, Taipei, Taiwan, R.O.C. ("Jean"), and constitutes an Amendment to the OEM Agreement dated January 29, 2002.

WHEREFORE, ViewSonic and Jean have executed an OEM Agreement dated January 29, 2002 (hereinafter, "Agreement");

AND WHEREFORE, Jean and ViewSonic have renegotiated certain terms contained in the Exhibits to the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ViewSonic and Jean hereby agree to amend the Agreement as follows:

1. Delete Section 6.2.10, ECR Requirements, of Exhibit 4 and replace with the following:

6.2.10 ECR Requirements

During and after a Product is in production, the configuration must be maintained. Any changes to the Product will be submitted to ViewSonic Corporate Quality for approval, prior to incorporation into the Product. These changes, affecting form, fit or function, will be documented on an Engineering Change Request (ECR) form. Should the Supplier incorporate ECRs without prior ViewSonic approval, the Supplier shall be charged a compensation of three percent (3%) of the current FOB price, for each unit of Product modified, prior to ECR approval. ViewSonic may waive the above compensation where Supplier has expended best efforts to improve compliance levels.

2. Delete Section 6.0, DOA, of Exhibit 5 and replace with the following:

6.0 DOA

DOA, as defined in Exhibit 4, shall be reported and returned to the Supplier, in accordance with Supplier's Return Merchandise Authorization ("RMA") Procedures. ViewSonic will replace the DOA units with new units to customers. Supplier will be charged for the replacement at the original FOB price and transport costs incurred in DOA replacement to ViewSonic customers (two (2) ways).

Per Supplier's request, and when physically possible, ViewSonic will return the DOA units at Supplier's expense.

Should Supplier choose to evaluate the DOA units in ViewSonic's facilities, Supplier has thirty (30) calendar days to do so, or the units will be disposed of and the parts

RW
BC

reclaimed where possible.

3. Delete Section 12.0, Reimbursement Procedure and Charges, of Exhibit 5 and replace with the following:

12.0 Reimbursement Procedure and Charges

For RMA returns under warranty being handled and repaired by ViewSonic and/or ViewSonic's ASPs, ViewSonic will issue a debit memo to the Supplier on a monthly basis according to the reimbursement rates listed in the table below. Each warranty claim will be supported by the repair data, keyed to the Product Serial Number. Claims for VSA will be processed from VSC Corporate Quality, while claims for VSAP and VSE will be processed by VSAP and VSE respectively. Prior to Debit Memo issuance, the warranty claim will be pre-coordinated with the Supplier to ensure that all proposed claims are valid. The Supplier will provide written confirmation as to its acceptance of the claim within seven (7) calendar days after receipt of the claim. The Debit Memo will then be issued, noting the Supplier's confirmation number. ViewSonic Accounting shall then process the Debit Memo, with confirmation, at time of receipt. The Supplier may elect to pay the warranty claim, by so notifying ViewSonic, in lieu of ViewSonic taking the debit from the Supplier's current invoice.

Warranty claims will exclude all out-of-warranty units, and units damaged through shipping. Claims will also include listings of those RMA returns under warranty, which are Beyond Economical Repair ("BER") and must be disposed. BER units for disposal will be held for thirty (30) days for Supplier evaluation. Should the Supplier fail to inspect the units after thirty (30) days from notification, the units will be disposed and the parts reclaimed where possible. BER units under warranty will be billed to Supplier with the current FOB cost plus \$26.00 handling charge.

The Debit Memo for the reimbursement of accepted warranty claims consists of the following elements:

- Flat rate for repair, with parts provided free
- One-way shipping from ViewSonic to its customers
- ViewSonic RMA Handling Cost and Overhead
- NPF

The breakdown of the reimbursement rates for each Product is as follows:

Global

Size	14"/15" CRT	17" CRT	19" CRT	> 21" CRT	<= 15" LCD (no panel repair)	>= 17" LCD (no panel repair)	>= 20" LCD (no panel repair)	Projector
NPF (d)	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$15
Repair (a, b, c) or credit whole unit	\$60	\$60	\$75	\$90	\$60	\$60	\$90	\$200

RW
BC

The above LCD (without panel repair) monitors and Projectors are based on modular repair, which Supplier will provide parts in modular form as part of the RSPL. ViewSonic will return the defective modules if physically possible, at Supplier's expense. Any defective module kept more than thirty (30) days in ViewSonic's or ViewSonic's ASP facilities will be disposed or harvested for parts usage.

4. Delete Section 2.9 of Exhibit 6 and replace with the following:

2.9 Units judged to be NPF will be cleaned and repackaged in new packaging according to Service Inventory Specs (B stock) and returned to ViewSonic's designated facility. See enclosed document. A handling charge of five dollar (\$5) per NPF unit will be invoiced to ViewSonic.

ViewSonic Corporation

Signature: *James A. Morlan*

Printed Name: JAMES A. MORLAN

Title: CFO

Date: 5.22.02

Jean Company, Ltd.

Signature: *Robert Wen*

Printed Name: ROBERT WEN

Title: PRESIDENT

Date: 5-02-02



RW
BC